

<b>AWARD/CONTRACT</b>		1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING N/A	PAGE OF PAGES 1   1
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2 CONTRACT (Proc Inst Ident) NO GS00Q08BND0048	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQUEST/PROJECT NO
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5 ISSUED BY U S General Services Administration Small Business GWAC Center - Alliant SB 1500 E Bannister Rd Kansas City, MO 64131	6 ADMINISTERED BY (if other than Item 5) Same as block 5
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7 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) Applied Information Sciences, Inc 1850 Centennial Park Drive, Suite 530 Reston, VA 20191	8 DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
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9 DISCOUNT FOR PROMPT PAYMENT  Designated on orders	10 SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN	ITEM Designated on orders
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CODE	FACILITY CODE	11 SHIP TO/MARK FOR Per Section F of subject contract and designated in orders	12 PAYMENT WILL BE MADE BY Designated on orders
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13 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(e) <input type="checkbox"/> 41 U.S.C. 253(c)	14 ACCOUNTING AND APPROPRIATION DATA <b>2007.2008.255F.FDQH.DD.F00Y0000.FD987.516</b>
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15A ITEM NO	15B SUPPLIES/SERVICES	15C. QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
	Award to your firm is made contingent upon the U S Small Business Administration issuing a Certificate of Competency to your firm for this procurement. If your organization is not issued a Certificate of Competency for this procurement, this contract is rendered void ab initio.	Minimum Guarantee		2,500 00	

15G. TOTAL AMOUNT OF CONTRACT \$ 2,500 00

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	17
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	6	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH			
X	C	DESCRIPTION/SPECS /WORK STATEMENT	11	X	J	LIST OF ATTACHMENTS	1
X	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	1	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	3
X	F	DELIVERIES OR PERFORMANCE	2	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	24
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17 <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments as listed herein)	18 <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document) Your offer on Solicitation Number TQ2006MCB0002 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer and (b) this award/contract. No further contractual document is necessary.
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19A NAME AND TITLE OF SIGNER (Type or print) Fred B. Ellemann, President	20A NAME OF CONTRACTING OFFICER Greg D. Byrd
19C DATE SIGNED Feb 8, 2008	20C DATE SIGNED 2-8-08

## **SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS**

### **B.1 GENERAL**

The Alliant Small Business (SB) Governmentwide Acquisition Contract (Alliant SB GWAC) is a Multiple Award, Indefinite Delivery, Indefinite Quantity contract to provide information technology solutions through performance of a broad range of services which may include the integration of various technologies critical to the services being acquired.

The Contractor shall provide all management, supervision, labor , facilities and materials necessary to perform on a task order basis.

Hereafter, the Alliant SB GWAC will be referred to as the “Basic Contract” while task orders issued under the Basic Contract will be referred to as “Order(s)”.

### **B.2 AUTHORITY**

The Office of Management and Budget has designated the U.S. General Services Administration (GSA) as an Executive Agent for Governmentwide information technology (IT) acquisitions pursuant to Section 5112(e) of the Clinger-Cohen Act, 40 U.S.C. 1412(e).

The scope of this designation includes the award and administration of the Basic Contract and delegation of authority for the award and administration of the Orders as set forth in Section G.2.

The authority of the Procuring Contracting Officer (PCO), the Administrative Contracting Officer (ACO) and the Ordering Contracting Officer (OCO) are defined in Section G.3.

### **B.3 ECONOMY ACT**

In accordance with FAR 17.500(b)(2), the Economy Act does not apply to acquisitions using Governmentwide acquisition contracts.

### **B.4 MAXIMUM PROGRAM CEILING AND MINIMUM CONTRACT GUARANTEE**

Pursuant to FAR 16.504(a), the total maximum quantity of all supplies and services under the Basic Contract (for all awardees combined) shall not exceed \$15 Billion, including the Option.

The total minimum quantity, guaranteed by the Government, is \$2,500 for each awardee.

### **B.5 CONTRACT ACCESS FEE**

The CAF is  $\frac{3}{4}$  of a percent (i.e. 0.0075) applied to all invoiced costs.

The formula is: Total CAF = Total Invoiced Costs \* CAF Percentage.

The total CAF collected per Order will be capped at a set amount to be determined by the Government. For more information on this cap, please see the Alliant SB website ([http://www.gsa.gov/Alliant SB](http://www.gsa.gov/Alliant%20SB)).

On all Orders, regardless of Order type, Contractors must estimate CAF in their proposals and OCOs must include CAF under a separate Contract Line Item Number (CLIN).

The Contractor remits the CAF to GSA in accordance with Section G.9.5.

## **B.6 ORDER TYPES**

As defined in FAR Part 16, Type of Contracts, all types of Fixed-Price, Cost-Reimbursement, Incentive, Time-and-Materials (T&M), and Labor-Hour (L-H) are permissible for Orders under the Basic Contract. In addition, the Award Term Incentive may be used for Orders under the Basic Contract.

Indefinite Delivery, Indefinite Quantity, Blanket Purchase Agreements, and Letter Contracts are not permissible Order types under the Basic Contract.

Orders may be multi-year and/or include options as defined in FAR Part 17 and agency-specific FAR Part 17 supplements.

### **B.6.1 Order Type Preference**

The OCO should determine the Order type using the following order of precedence:

- (1) Fixed-Price (all types)
- (2) Cost-Reimbursement (all types)
- (3) T&M or L-H

Pursuant to FAR 16.601(c), T&M and L-H Orders require a Determination and Findings (D&F) by the OCO that no other Order type is suitable.

### **B.6.2 Performance Based Preference**

Pursuant to FAR 37.102(a)(2), the OCO should use performance-based acquisition methods to the maximum extent practicable using the following order of precedence:

- (1) A Firm-Fixed Price Performance-Based Order;
- (2) A Performance-Based Order that is not Firm-Fixed Price;

- (3) An Order that is not Performance-Based.

## **B.7 ORDER PRICING (ALL ORDER TYPES)**

The OCO is responsible for the determination of cost or price reasonableness for each Order type. When adequate price competition exists (see FAR 15.403-1(c)(1)), generally no additional information is necessary to determine the reasonableness of cost or price. If adequate price competition does not exist and no other exceptions apply (see FAR 15.403-1(b)), the OCO must request a Certificate of Current Cost and Pricing Data in accordance with FAR 15.403 -4.

If a Contractor does not have an approved purchasing system, the Contractor shall request and receive OCO consent to subcontract in accordance with FAR 44.2 Consent to Subcontracts, and FAR 52.244-2, Subcontracts.

### **B.7.1 Fixed Price**

The OCO must determine fair and reasonable pricing for all Fixed -Price Orders in accordance with FAR 15.4, Pricing, and FAR 16.2, Fixed-Price Contracts.

### **B.7.2 Cost Reimbursement**

The OCO must determine fair and reasonable pricing, analyze and negotiate profit for all Cost - Reimbursement Orders, in accordance with FAR 15.4, Pricing, and FAR 16.3, Cost - Reimbursement Contracts.

Contractors are required to have a Defense Contract Audit Agency (DCAA) approved cost accounting system for Cost Reimbursable type Orders. Contractors will be required to submit a cost proposal with supporting information for each cost element, including, but not limited to, Direct Labor, Fringe Benefits, Overhead, General and Administrative (G&A) expenses, Facilities Capital Cost of Money, Other Direct Costs, and Profit consistent with their DCAA cost accounting system, provisional billing rates, and forward pricing rate agreements.

The Government will reimburse the Contractor for all reasonable, allowable, and allocable costs in accordance with FAR 31, Contract Cost Principles and Procedures.

### **B.7.3 Incentive**

The OCO must determine fair and reasonable pricing for all Incentive Orders and develop a plan to implement and monitor an Award -Fee, Incentive-Fee, or Award-Term result in accordance with FAR 15.4, Pricing, and FAR 16.4, Incentive Contracts.

### **B.7.4 Time and Materials and Labor-Hour**

Section J, Attachments 2 (Government Site) and 3 (Contractor Site) of the Basic Contract provide Loaded Hourly Labor Rates for T&M and L-H type Orders only. The Basic Contract

does not provide Loaded Hourly Labor Rates for T&M and L-H type Orders extending beyond the period of performance of the Basic Contract.

“Loaded Hourly Labor Rate” is defined as hourly rates that include Wages, Overhead, G&A Expenses, and Profit. These hourly rates are considered fair and reasonable for most work requirements anticipated for T&M and L-H Orders issued under the Basic Contract; however, other considerations such as complexity of work, geographic locations and security clearances authorize OCOs to negotiate Loaded Hourly Labor Rates suited to meet their specific Order requirements.

Contractors shall explain in their Order proposals any Loaded Hourly Labor Rates that exceed the rates in the Basic Contract. Upon request of the OCO, the Contractor shall provide a cost element breakdown of each Loaded Hourly Labor Rate, including Profit, in accordance with the Contractor’s DCAA approved cost accounting system, as well as any other supporting information the OCO deems necessary.

The OCO must determine fair and reasonable pricing for all T&M and L -H Orders in accordance with FAR 15.4, Pricing, and FAR 16.601 Time and Materials Contracts.

The ACO reserves the right to incorporate any revisions to FAR 52.232-7 Payments Under Time-and-Materials and Labor-Hour-Contracts (AUG 2005) by modification to the Basic Contract.

#### **B.7.4.1 Subcontracting Payments on T&M and L-H Orders**

The Government will limit reimbursable costs in connection with subcontracts to the amounts paid for supplies and services purchased directly for the Order when the Contractor has made or will make payments determined due of cash, checks, or other forms of payment to the subcontractor in accordance with the terms and conditions of a subcontract or invoice, and ordinarily within 30 days of the submission of the Contractor’s payment request to the Government.

#### **B.7.4.2 Materials on T&M Orders**

“Materials” on T&M Orders are those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product. For direct materials, the OCO will determine allowable costs in accordance with FAR 31.2.

Pursuant to FAR 16.601(a)(2), materials are to be provided at cost, unless materials meet the criteria set forth in FAR 16.601(b)(3), Optional method of pricing material.

The OCO must identify a not-to-exceed materials ceiling under a separate CLIN on the Order.

#### **B.7.4.3 Indirect Costs Under T&M Orders**

For direct materials and subcontracts for supplies and services, the Prime Contractor may include reasonable and allocable indirect costs (e.g., G&A, material handling, or subcontracting handling as applicable) to the extent they are clearly excluded from the Prime Contractor's loaded hourly labor rates in accordance with the Prime Contractor's usual accounting practices consistent with FAR 31.2.

#### **B.8 TRAVEL PRICING (ALL ORDER TYPES)**

Travel will be reimbursed at actual cost in accordance with the limitations set forth in FAR 31.205-46.

Profit shall not be applied to travel costs. Contractors may apply indirect costs to travel in accordance with the Contractor's usual accounting practices consistent with FAR 31.2.

The OCO must identify a not-to-exceed travel ceiling under a separate CLIN on the Order.

#### **B.9 LABOR SUBJECT TO THE DAVIS BACON ACT**

To the extent that construction, alteration and repair are subject to the Davis Bacon Act and within scope of an Order and Basic Contract, the OCO must identify such work under a separate CLIN on the Order and apply wages in accordance with FAR 22.4, Davis Bacon Act Wage Determinations.

Any construction, alteration and repair shall be firm fixed price, even if other aspects of the Order are another Order type.

#### **B.10 LABOR SUBJECT TO THE SERVICE CONTRACT ACT (SCA)**

The Basic Contract's labor categories are considered bona fide executive, administrative, professional labor and generally exempt from the SCA.

To the extent that any labor is subject to the SCA and within scope of an Order and the Basic Contract, the OCO must identify such work under a separate CLIN on the Order and apply wages in accordance with FAR 22.10, Service Contract Act Wage Determinations.

#### **B.11 LABOR OUTSIDE THE CONTINENTAL UNITED STATES (OCONUS)**

It is anticipated that there may be Orders for work OCONUS. The U.S. Department of State's Bureau of Administration, Office of Allowances, (<http://www.state.gov/m/a/als/>), publishes quarterly report indexes of living costs abroad, per-diem rate maximums, quarter's allowances, hardship differentials, and danger pay allowances for Contractors to follow when proposing on

OCONUS efforts. No allowances, other than those listed by the U. S. Department of State, shall be allowed on Orders.

(END OF SECTION B)

## **SECTION C STATEMENT OF WORK**

### **C.1 BACKGROUND**

The Basic Contract will provide Federal government agencies with integrated Information Technology (IT) solutions for evolving needs on a global basis. Integrated IT solutions are comprised of some or all components described below in Section C.3, and may be tailored to meet agencies' mission needs. Work may be performed at headquarters and/or field offices located throughout the world, as specified in each Order, to provide a variety of IT solutions and support services, including new and emerging technologies that will evolve over the life of the Basic Contract.

### **C.2 SCOPE**

The scope of the Basic Contract includes any and all components of an integrated IT solution, including all current and any new technologies which may emerge during the life cycle of the Basic Contract and information technology systems and services in support of National Security Systems, as defined in FAR 39.002. The Basic Contract provides IT solutions through performance of a broad range of services which may include the integration of various technologies critical to the services being acquired.

As the definition of IT changes over the lifecycle of the Basic Contract, the scope of the Basic Contract will be considered to coincide with the current definition at any given time.

#### **C.2.1 Definition of Information Technology**

Per Section C.1, definitions of Information Technology are provided as follows:

##### **C.2.1.1 Clinger-Cohen Act**

(a) The term 'information technology', with respect to an executive agency means any equipment or interconnected system or subsystem of equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency. For purposes of the preceding sentence, equipment is used by an executive agency if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency which (i) requires the use of such equipment, or (ii) requires the use, to a significant extent, of such equipment in the performance of a service or the furnishing of a product.

(b) The term 'information technology' includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

(c) Notwithstanding subparagraphs (A) and (B), the term 'information technology' does not include any equipment that is acquired by a Federal contractor incidental to a Federal contract.

#### **C.2.1.2 Federal Acquisition Regulation (FAR)**

The FAR defines information technology in section 2.101(b):

“Information technology” means any equipment, or interconnected system(s) or subsystem(s) of equipment, that is used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency.

(a) For purposes of this definition, equipment is used by an agency if the equipment is used by the agency directly or is used by a contractor under a contract with the agency that requires—(i) Its use; or (ii) To a significant extent, its use in the performance of a service or the furnishing of a product.

(b) The term “information technology” includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources.

(c) The term “information technology” does not include any equipment that— (i) Is acquired by a contractor incidental to a contract; or (ii) Contains imbedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment, such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation, are not information technology.

### **C.3 COMPONENTS OF AN IT SOLUTION**

The Contractor shall provide Infrastructure and related services, Applications and related services, and IT Management Services to support agencies' integrated IT solution requirements.

In order to provide a common framework for defining and understanding the components of an IT solution, this section will refer to terminology included in the Federal Enterprise Architecture (FEA) and Department of Defense Enterprise Architecture (DoDEA). More detailed information about FEA and DoDEA may be found in Section J, Attachment 5. Usage of this terminology or structure is not required within individual Orders placed on this contract.

The Contractor shall promote IT solutions that support Federal government operational requirements for standardized technology and application service components. This shall

facilitate integration requirements for broad Federal IT and E -Gov initiatives, as well as promote the sharing, consolidation, and “re-use” of business processes and systems across the Federal government. The Contractor shall promote the use of open source solutions and open technology development where practicable to enable this re-use.

Within each section below, an overview of the contract solution and service offerings is provided, followed by examples of work to be performed relative to Order requirements. Examples are not meant to be all-inclusive, but rather general indications of the types of products or services within a given category. Other products and services not listed as examples which adhere to the definition for each section are also within scope. For more detailed information about the particular components of the FEA/DoDEA reference models listed below, see Section J, Attachment 5.

### **C.3.1 Infrastructure**

Infrastructure serves as the foundation and building blocks of an integrated IT solution. It is the hardware which supports Application Services (C.3.2) and IT Management Services (C.3.3); the software and services which enable that hardware to function; and the hardware, software, and services which allow for secure communication and interoperability between all business and application service components.

Infrastructure services facilitate the development and maintenance of critical IT infra structures required to support Federal government business operations. This section includes the technical framework components that make up integrated IT solutions. One or any combination of these components may be used to deliver IT solutions intended to perform a wide array of functions which allow agencies to deliver services to their customers (or users), whether internal or external, in an efficient and effective manner.

Infrastructure includes hardware, software, licensing, technical support, and warranty services from third party sources, as well as technological refreshment and enhancements for that hardware and software.

This section is aligned with the FEA/DoDEA Technical Reference Model (TRM) which describes these components using a vocabulary that is common throughout the entire Federal government. A detailed review of the TRM is provided in Section J, Attachment 5.

Infrastructure includes complete life cycle support for all hardware, software, and services represented above, including planning, analysis, research and development, design, development, integration and testing, implementation, operations and maintenance, information assurance, and final disposition of these components. The services also include administration and help desk functions necessary to support the IT infrastructure (e.g., desktop support, network administration).

Infrastructure components of an integrated IT solution can be categorized as follows:

#### **C.3.1.1 Service Access and Delivery**

These components are responsible for facilitating the end-to-end collection and distribution of data that is either entered or requested by a user. These components include all functions necessary to communicate in a client-server environment. Examples of these components include, but are not limited to, web browsers, Virtual Private Network (VPN), Remote Authentication Dial-In User Service (RADIUS), Peer-to-peer, Section 508 compliance, HyperText Transfer Protocol (HTTP), File Transfer Protocol (FTP), Simple Mail Transfer Protocol (SMTP).

#### **C.3.1.2 Service Platform and Infrastructure**

These components include all functions necessary for processing and storing data. These components provide and manage the resources available for Application Services (C.3.2). Examples of these components include, but are not limited to, desktops, laptops, servers, mainframes, routers, switches, printers, Asynchronous Transfer Mode (ATM), T1, Digital Subscriber Line (DSL), Ethernet, Windows/UNIX, Java/.NET; web server/portal; database, data storage, data warehouse; *software development tools*: testing, modeling, versioning, configuration management.

#### **C.3.1.3 Component Framework**

These components consist of the design of application or system software that incorporates interfaces for interacting with other programs and for future flexibility and expandability. These components define higher level logical functions to provide services in a way that is useful and meaningful to users and other Application Services (C.3.2). Examples of these components include, but are not limited to, digital certificates, biometrics; *business logic*: JavaScript, Visual Basic; *data interchange*: Simple Object Access Protocol (SOAP), Resource Description Framework (RDF); *data management*: Structured Query Language (SQL), Open DataBase Connectivity (ODBC), and OnLine Analytical Processing (OLAP).

#### **C.3.1.4 Service Interface and Integration**

These components define the discovery, interaction and communication technologies joining disparate systems and information providers. Application Services (C.3.2) leverage and incorporate these components to provide interoperability and scalability. Examples of these components include, but are not limited to: Messaging-Oriented Middleware (MOM), Object Request Broker (ORB), Enterprise Application Integration (EAI), EXtensible Markup Language (XML), Electronic Data Interchange (EDI), Web Services Description Language (WSDL), Universal Description, Discovery and Integration (UDDI).

### **C.3.2 Application Services**

Application Services provide support for all applications and collaborative service capabilities. These services include support for developing and implementing enterprise and departmental - level applications. These applications may be “cross-cutting” in nature, with inter-related service

processing components extending across/beyond the enterprise, or unique to a particular agency/department's mission requirements.

Application Services are aligned with the FEA/DoDEA Service Component Reference Model (SRM). The Contractor shall support all "service domains" outlined in the FEA SRM, to enable the advancement of business and performance objectives. These "service domains" identify the service capabilities required by Federal government agencies to support enterprise/departmental processes and applications.

The Contractor shall promote, to the maximum extent practicable use of commercially available technologies (e.g. Commercial Off-the-Shelf (COTS) and non-developmental items) to support Federal government agencies' IT solution requirements. The Contractor shall provide competencies to employ agencies' enterprise architectures (EAs) as required by individual Orders, to support IT solutions development and implementation and alignment with the FEA.

Application Services include complete life cycle support, including planning, analysis, research and development, design, development, integration and testing, implementation, operations and maintenance, information assurance, and final disposition.

In conjunction with the Application Services supporting each of the Service Domains defined in the FEA/DoDEA SRM, the Contractor shall provide Applications Services for systems required to support unique agency and departmental -level mission requirements, as specified in individual Orders. These services include support for existing and/or new/emerging mission requirements not yet served by the FEA model.

The following represents either components of applications or capabilities which Application Services will support. Each particular area includes, but is not limited to, support for the described functions.

#### **C.3.2.1 Customer Services**

*Customer Relationship Management (CRM):* All aspects of the CRM process, including planning, scheduling, and control activities involved with service delivery. The service components facilitate agencies' requirements for managing and coordinating customer interactions across multiple communication channels and business lines.

*Customer Preferences:* Customizing customer preferences relative to interface requirements and information delivery mechanisms (e.g., personalization, subscriptions, alerts and notifications).

*Customer Initiated Services:* Initiating service requests and seeking assistance from government agencies via online communication channels (e.g., online help, tutorials, self-service, reservation/registration, multilingual support, scheduling).

#### **C.3.2.2 Process Automation**

*Tracking and Workflow:* Automated routing, tracking, and management of documents (e.g., process tracking, case management, conflict resolution).

*Routing and Scheduling:* Automated distribution and scheduling activities (e.g., inbound/outbound correspondence management).

### **C.3.2.3 Business Management:**

*Process Management:* Development and implementation of standard methodologies and automated process management systems, to facilitate agencies' requirements for managing and monitoring activities surrounding their core business operations (e.g., change management, configuration management, requirements management, program/project management, governance/policy management, quality management, risk management).

*Organizational Management:* Collaboration and communication activities (e.g., workgroup/groupware, network management).

*Investment Management:* Selecting, managing, and evaluating agencies' investments and capital asset portfolios (e.g., strategic planning/management, portfolio management, performance management).

*Supply Chain Management:* All aspects of supply chain management, from the initial sourcing phase through customer delivery (e.g., procurement, sourcing management, inventory management, catalog management, ordering/purchasing, invoice tracking, storefront/shopping cart, warehouse management, returns management, logistics /transportation).

### **C.3.2.4 Digital Asset Services**

*Content Management:* Content development, maintenance, updates, and distribution (e.g., content authoring, content review/approval, tagging/aggregation, content publishing/delivery, syndication management).

*Document Management:* Capturing, indexing, and maintaining documents (e.g., document imaging, optical character recognition (OCR), document revisions, library/storage, review/approval, document conversion, indexing/classification).

*Knowledge Management:* Collecting and processing data from multiple sources and generating information to support business requirements (e.g., information retrieval, information mapping/taxonomy, information sharing, categorization, knowledge engineering, knowledge capture/distribution/delivery, smart documents).

*Records Management:* Administration of official government records (record linking/association, record storage/archival, document classification, document retirement, digital rights management).

### **C.3.2.5 Business Analytical Services**

*Analysis and Statistics:* Applying analysis and statistics to examine/resolve business issues (e.g., mathematical, structural/thermal, radiological, forensics).

*Visualization:* Transforming data into graphical or image form (e.g., graphing/charting, imagery, multimedia, mapping/geospatial/elevation/global positioning systems (GPS), computer-aided design (CAD)).

*Knowledge Discovery:* Identifying and extracting information from multiple data source containing files stored in various formats (e.g., data mining, modeling, simulation).

*Business Intelligence:* Collecting information relevant to historical, existing, or future business needs (e.g., demand forecasting/management, balanced scorecard, decision support planning).

*Reporting:* Generating reports derived from single or multiple data sources (e.g., ad hoc reporting, standardized/canned reporting, OLAP).

#### **C.3.2.6 Back Office Services**

*Data Management:* Creating, using, processing, and managing data resources (e.g., data exchange, data mart, data warehouse, meta data management, data cleansing, extraction and transformation, data recovery). The data management services include support for agencies' use of the FEA/DoDEA Data Reference Model (DRM). For more information about the FEA/DoDEA DRM, see Section J, Attachment 5.

*Human Resources:* Recruitment, training, and management of government personnel (e.g., recruiting, career development/retention, time reporting, awards/benefit management, retirement management, education/training, travel management).

*Financial Management:* Government financing and accounting activities (e.g., billing and accounting, credit/charge, expense management, payroll, payment/settlement, debt collection, revenue management, internal controls, auditing, activity based management, currency translation).

*Asset/Material Management:* Acquisition and management of Federal government assets (property/asset management, asset cataloging/identification, asset transfer/allocation/maintenance, facilities management, computers/automation management).

*Development and Integration:* Development and integration of systems across diverse operating platforms (e.g., legacy integration, enterprise application integration, data integration, instrumentation/testing, software development).

*Human Capital/Workforce Management Development and Integration:* Planning and supervisory operations surrounding government personnel (e.g., resource planning/allocation, skills management, workforce directory/locator, team/organization management, contingent workforce management).

### **C.3.2.7 Support Services**

*Security Management:* Assuring desired levels of protection for Federal systems, data, and related assets are achieved (e.g., identification/authentication, access control, encryption, intrusion detection, verification, digital signature, user management, role/privilege management, audit trail capture/analysis).

*Collaboration:* Communications, messaging, information sharing, scheduling and task management activities (e.g., email, threaded discussions, document library, shared calendaring, task management).

*Search:* Searching, querying, and retrieving data from multiple sources (e.g., precision/recall ranking, classification, pattern matching)

*Communications:* Voice, data, and video communications in multiple formats and protocols (e.g., real time chat, instant messaging, audio/video conferencing, event/news management, community management support, computer/telephony integration, voice communications).

*Systems Management:* All aspects of systems management (e.g., software distribution/license management, configuration/installation, remote systems control, enhancements/service updates, system resource monitoring, helpdesk support/issue tracking).

*Forms Management:* Creating, managing, and processing online forms to support business operations (e.g., forms creation, modification).

### **C.3.2.8 DoDEA Mission Area Support**

The Alliant SB Basic Contract provides support for the DoDEA reference models relating DoD's specialized mission, business, and program areas. Though the DoDEA is an emerging standard, policy and procedures have been formalized for maintaining, evolving, and using the DoDEA reference models.

The DoDEA reference models leverage existing DoD standards and reflect the alignment with the FEA. The Alliant SB Basic Contract includes IT support services for DoD's Global Information Grid (GIG) architecture, Business, Warfighter, Intelligence, and Enterprise Information Environment (EIE) mission areas. More detailed information about DoDEA may be found in Section J, Attachment 5.

### **C.3.3 IT Management Services**

IT Management Services provide support for operations and IT resource management requirements across the Federal government. These services encompass support for all strategic planning, management, and control functions integral to IT initiatives. The IT Management

Services provide the foundational support to effectively align IT requirements with Federal government business operations.

IT Management Services provide support for all government lines of business, functions, and service components that comprise the FEA/DoDEA Performance Reference Model (PRM) and Business Reference Model (BRM). For more information about the PRM and BRM, see Section J, Attachment 5.

IT Management Services shall enable the development and implementation of enhanced governance capabilities, to efficiently and effectively support government agencies' mission requirements and service delivery operations. The services include, but shall not be limited to, support for the following functions:

#### **C.3.3.1 Controls and Oversight**

Development and implementation of management controls and systems required by agencies to evaluate, manage, and monitor program performance relative to IT initiatives (e.g., agency, program, and project-level performance plans for IT initiatives; performance measures to support evaluation and reporting requirements for IT initiatives in compliance with FEA/DoDEA PRM standards, etc.).

#### **C.3.3.2 Risk Management and Mitigation**

Identification of risk and preparation of risk management plans for IT projects, initiatives, and ongoing operations. Contingency planning to ensure continuity of IT operations and service recovery during emergency events (e.g., risk assessments to determine contingency planning requirements for IT operating environments; develop/maintain contingency, Continuity of Operations (COOP), and disaster recovery plans for IT components, develop/implement emergency preparedness systems).

#### **C.3.3.3 Regulatory Development**

Facilitate the development of IT policies, guidelines and standards to facilitate implementation of Federal laws and regulations. The services include support for development, implementation and maintenance of systems to support agencies' IT regulatory development, compliance, and enforcement activities (e.g., monitoring/ inspection/auditing of IT regulated activities to ensure compliance).

#### **C.3.3.4 Planning and Resource Allocation**

Facilitate the planning of IT investments, as well as determine and manage managing overall IT resources to efficiently and effectively support agencies' mission operations. This service area includes, but shall not be limited to support for the following functions:

*Budget Formulation/Execution:* Facilitate the integration of budgets and plans, at agency and departmental levels, to effectively link IT functions, activities, and resources with mission objectives.

*Capital Planning:* Facilitate the selection, management, and evaluation of IT investments relative to Federal government agencies' overall capital asset portfolios.

*Enterprise Architecture (EA):* Development and use of EA work products to manage current and future needs of Federal government business operations (i.e., "baseline" and "target" architectures). The services include transition planning and migration support for all EA components (e.g., business, information, application, and technology architectures), to advance the development and implementation of "core EA capabilities." The services shall provide support relative to Federal government mandates for measuring and reporting on the completion and usage of EA programs, as well as evaluating results for E-Gov alignment and implementation of Federal lines of business and other cross-governmental initiatives (e.g., SmartBUY, IPv6, HSPD-12).

*Strategic Planning:* Facilitate the effective alignment of IT requirements/ Information Resource Management (IRM) plans with strategic business plans and program initiatives.

*Management Improvements:* Development and implementation of improved systems and business practices to optimize productivity and service delivery operations (e.g., analysis, and implementation of improvements in the flow of IT work and program processes and tool utilization, including business system analysis, identification of requirements for streamlining, re-engineering, or re-structuring internal systems/business processes for improvement, determination of IT solution alternatives, benchmarking).

### **C.3.3.5 IT Security**

Development and implementation of management, operational, and technical security controls required by agencies to assure desired levels of protection for IT systems and data are achieved (e.g., establishment of policy/procedures in support of Federal IT security requirements, conduct risk assessments to identify threats/vulnerabilities for existing/planned systems; support Federal mandates for measuring and reporting compliance, perform certification and accreditation (C&A) activities; provide training services to promote awareness and knowledge of compliance responsibilities for Federal IT security requirements).

### **C.3.3.6 System and Network Controls**

Facilitate the planning, development, implementation, and management of system and network control mechanisms to support communication and automated needs. Facilitate the planning, organizing, coordinating, and controlling of the arrangement of the elements of protection and monitoring capabilities, and incident recovery actions of the information environment. The process takes configuration orders; status reports; and operational and functional performance requirements as inputs and provides performance capabilities and service and infrastructure controls as outputs.

System and network controls are controlled by environment standards such as policy and operational guidance. The service control requirements enable network controls and operational performance capabilities.

#### **C.3.4 Ancillary Services**

The Contractor shall provide ancillary services in support of an integrated IT solution. The ancillary services described here may only be included in an Order when they are integral to and necessary for the IT effort. Ancillary services may include, but are not limited to, such tasks as: clerical support, data entry, training, subject matter expertise, and construction, alteration, and repair.

##### **C.3.4.1 Telecommunications/Wireless**

Orders which may include requirements for Telecommunications, Wireless, and Satellite products and services may be fulfilled under the Basic Contract scope, provided the work to be performed is incidental to a larger IT initiative. Contractors are authorized to use government sources of supply in accordance with FAR 51.101, and are encouraged to use GSA's Networx and Satcom II.

(END OF SECTION C)

## **SECTION D PACKAGING AND MARKING**

### **D.1 PRESERVATION, PACKAGING, PACKING, AND MARKING**

Preservation, packaging, packing and marking of all deliverables must conform to normal commercial packing standards to assure safe delivery at destination.

### **D.2 UNCLASSIFIED AND CLASSIFIED MARKING**

Unclassified data shall be prepared for shipment in accordance with requirements set forth in the Order, or if none is specified, pursuant to industry standards.

Classified reports, data, and documentation shall be prepared for shipment in accordance with requirements set forth in the Order, or if none is specified, pursuant to the National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M.

### **D.3. SOFTWARE AND MAGNETIC MEDIA MARKING**

Packages containing software or other magnetic media shall be marked in accordance with requirements set forth in the Order, or if none is specified, shall be marked on external containers with a notice reading substantially as follows: "CAUTION: SOFTWARE/MAGNETIC MEDIA ENCLOSED. DO NOT EXPOSE TO HEAT OR MAGNETIC FIELDS".

(END OF SECTION D)

## SECTION E INSPECTION AND ACCEPTANCE

### E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://acqnet.gov/far/index.html>.

The following clauses apply at the Order level, as applicable, depending upon the contract type of the Order, or as specifically referenced in the applicable Order:

CLAUSE #	CLAUSE TITLE	DATE	FP	COST	TM
52.211-11	LIQUIDATED DAMAGES – SUPPLIES, SERVICES OR RESEARCH AND DEVELOPMENT	SEP 2000	X		
52.246-2	INSPECTION OF SUPPLIES—FIXED PRICE	AUG 1996	X		
52.246-2	ALTERNATE I	JUL 1985	X		
52.246-2	ALTERNATE II	JUL 1985	X		
52.246-3	INSPECTION OF SUPPLIES—COST REIMBURSEMENT	MAY 2001		X	
52.246-4	INSPECTION OF SERVICES—FIXED PRICE	AUG 1996	X		X
52.246-5	INSPECTION OF SERVICES—COST REIMBURSEMENT	APR 1984		X	
52.246-6	INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR	MAY 2001			X
52.246-7	INSPECTION OF RESEARCH AND DEVELOPMENT—FIXED PRICE	AUG 1996	X		
52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT—COST REIMBURSEMENT	MAY 2001		X	
52.246-8	ALTERNATE I	APR 1984		X	
52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR 1984	X	X	
52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB 1999	X	X	X
52.246-15	CERTIFICATE OF CONFORMANCE	APR 1984	X	X	
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984	X		

(END OF SECTION E)

## SECTION F DELIVERIES OR PERFORMANCE

### F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

The following clauses shall apply unless otherwise designated at the Order level. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://acqnet.gov/far/index.html>.

The following clauses apply at the Order level, as applicable, subject to specific delivery and performance requirements as set forth in the applicable Order:

CLAUSE #	CLAUSE TITLE	DATE	FP	COST	TM
52.211-8	TIME OF DELIVERY	JUN 1997	X	X	X
52.211-8	ALTERNATE I	APR 1984	X	X	X
52.211-8	ALTERNATE II	APR 1984	X	X	X
52.211-8	ALTERNATE III	APR 1984	X	X	X
52.211-9	DESIRED AND REQUIRED TIME OF DELIVERY	JUN 1997	X	X	X
52.211-9	ALTERNATE I	APR 1984	X	X	X
52.211-9	ALTERNATE II	APR 1984	X	X	X
52.211-9	ALTERNATE III	APR 1984	X	X	X
52.242-15	STOP-WORK ORDER	AUG 1989	X	X	
52.242-15	ALTERNATE I	APR 1984		X	
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984	X		
52.247-34	F.O.B. DESTINATION	NOV 1991	X		
52.247-35	F.O.B. DESTINATION WITH CONSIGNEES PREMISES	APR 1984	X		

### F.2 TERM OF BASIC CONTRACT

The contract term is one (1) five-year base period with one (1) five-year option period. (See Sections I.7 and I.8)

### F.3 TASK ORDER PERIOD OF PERFORMANCE

The term for each Order placed under the Basic Contract shall be specified in the individual Order. Under no circumstances may an Order be placed under the Basic Contract if the Basic Contract has expired, or has been terminated or cancelled by the Government. No Orders may

exceed ten (10) years, inclusive of options, from the date that the Order is placed; however, no Orders may extend more than five (5) years after the expiration of the Basic Contract. Order options, if included at initial issuance of the Order, may be exercised after the expiration date of the Basic Contract. Notwithstanding anything to the contrary above, a multi-year Order placed under the Basic Contract must be consistent with FAR Subpart 17.1 and any applicable funding restrictions.

#### **F.4 PLACE OF PERFORMANCE**

The place of performance and/or delivery requirements will be specified in each individual Order.

#### **F.5 DELIVERABLES**

The following table contains deliverables required under the Basic Contract. Individual Orders will have additional deliverables specified in each Order. The Government does not waive its right to request deliverables under the Basic Contract, even if such requirements are not specifically listed in this table.

<b>ID</b>	<b>SECTION</b>	<b>DELIVERABLE TITLE</b>	<b>FREQUENCY</b>	<b>DELIVER TO</b>
1	G.9.7	Contract Administrative Reporting	Order/Modification Data – Report all orders/modifications within 30 days of order acceptance/award;  Invoice Data –Report all invoicing activity within 60 days of performance acceptance  CAF Payment Data – Report within 14 calendar days following each monetary transfer.	ACO
2	G.9.8.1	Annual Order Close-out Report	Annual on anniversary of Basic Contract award.	ACO
3	G.9.5	CAF Remittance	Within 45 calendar days upon receipt of payment from the customer.	GSA via EFT

(END OF SECTION F)

## **SECTION G**

### **CONTRACT ADMINISTRATION DATA**

#### **G.1 GENERAL**

This section provides guidance regarding contract administration for the Basic Contract, and where applicable, for each Order placed under the Basic Contract. Additional contract administration requirements may be specified in each Order. Costs associated with these requirements shall not be billed as a direct cost to the Government.

#### **G.2 AUTHORIZED USERS**

Pursuant to FAR 16.504(a)(4)(vi), only authorized users may place Orders under the Basic Contract. In order to qualify as an authorized user, a duly warranted Contracting Officer (as that term is defined in FAR 2.1) in good standing must have an appropriate signed delegation of authority from the Administrative Contracting Officer (ACO). For purposes of this Basic Contract, these authorized users are identified as Ordering Contracting Officers (OCOs).

This Basic Contract is for use by all Federal agencies, authorized Federal contractors, and others as listed in General Services Administration (GSA) Order ADM 4800.2E, ELIGIBILITY TO USE GSA SOURCES AND SUPPLY, January 3, 2000, as modified from time to time.

#### **G.3 ROLES AND RESPONSIBILITIES**

This section describes the roles and responsibilities of Government personnel after Basic Contract award. The Government may modify the roles and responsibilities at any time during the period of performance of the Basic Contract.

##### **G.3.1 GSA Program Manager**

The Government has appointed a Program Manager, who shall perform various programmatic functions for the overall success of the Alliant SB program. The Program Manager has no actual, apparent or implied authority to bind the Government for any acts or omissions.

##### **G.3.2 Procuring Contracting Officer (PCO)**

The PCO is the sole and exclusive government official with actual authority to award the Basic Contract. After award of the Basic Contract, the PCO may delegate any or all of the contract administration functions, described in FAR 42.302, to an ACO.

##### **G.3.3 Administrative Contracting Officer (ACO)**

Responsibilities not specifically delegated to the ACOs by the PCO shall be reserved for the PCO.

#### **G.3.4 Ordering Contracting Officer (OCO)**

As described in Section G.2, only an authorized user, who is a delegated OCO, may place and administer an Order under the Basic Contract. Upon request, the OCO for any specific Order may provide a copy of the applicable delegation of authority.

The OCO for each Order is the sole and exclusive government official with actual authority to take actions which may bind the Government for that Order. Delegation announcements will be provided to the Contractor when issued to the OCO.

#### **G.3.5 Contracting Officer's Representative (COR) and Contracting Officer's Technical Representative (COTR)**

The OCO for each Order may designate a Contracting Officer's Representative (COR) or Contracting Officer's Technical Representative (COTR) to provide certain assistance to the OCO for that Order. The specific rights and responsibilities of the COR or COTR for each Order shall be described in writing, which upon request shall be provided to the Contractor. A COR/COTR has no actual, apparent or implied authority to bind the Government.

#### **G.3.6 Industrial Operations Analyst (IOA)**

The Industrial Operations Analyst (IOA) is authorized to examine records and to conduct Contractor Assistance Visits (CAVs) to the Contractor's place of business to assist Contractors with Order reporting and CAF management issues, and other general contract administration functions as deemed appropriate and necessary by the Government.

### **G.4 MARKETING**

Contractors shall develop company specific Alliant SB GWAC brochures for distribution at trade shows, conferences, seminars, etc. All marketing and promotional materials, including information on the contractor webpage (Section H.12.1), must be approved by the ACO prior to distribution and may be co-branded with marks owned or licensed by the Contractor and GSA, as long as they comply with GSAM 552.203-71, Restriction on Advertising.

In accordance with their accepted Basic Contract Plan, Contractors shall develop and distribute printed materials to enhance awareness of the Alliant SB Contract. Contractors shall participate in various conferences and trade shows hosted by GSA to facilitate outreach efforts for federal agency customers and to aid in the marketing of the Alliant SB Contract.

### **G.5 GWAC OMBUDSMAN**

No protest under FAR 33.1 is authorized in connection with the issuance or proposed issuance of an Order under the Basic Contract, except for a protest on the grounds that the Order increases the scope, period, or maximum value of the Basic Contract.

GSA has appointed an Ombudsman to review complaints from Contractors and ensure they are afforded a fair opportunity to be considered. The ombudsman is a senior GSA official who is independent of the GSA PCO, ACOs or OCO.

The Ombudsman is:

George Barclay  
Office of the Chief Acquisition Officer  
U.S. General Services Administration  
1800 F Street, N.W.  
Washington, DC 20405

## **G.6 MEETINGS AND CONFERENCES**

From time to time the Government may require attendance at conferences and meetings at no additional cost to the Government.

### **G.6.1 Basic Contract Post-Award Orientation**

The Contractor shall participate in a Basic Contract post-award orientation at a time and place to be determined by the PCO.

### **G.6.2 Program Office Meetings**

Program Office Meetings provide a platform for Contractors, GWAC Center staff and agency representatives to communicate current issues, resolve potential problems, discuss business and marketing opportunities, review future and ongoing GSA and government-wide initiatives, and address Basic Contract fundamentals.

The Government will choose to hold up to four (4) meetings per year via web-casting or at a government facility, a commercial conference center, or a mutually agreed-upon contractor facility on a rotational basis. The participants at these meetings shall include the Contractor and ACO, and may include the Government Program Managers and other representatives of the Government.

## **G.7 CONTRACTOR PERFORMANCE SYSTEM**

Past performance evaluations pertaining to the Basic Contract and Orders under the Basic Contract will reside in the Past Performance Information Retrieval System (PPIRS). The PPIRS

functions as the central warehouse for performance assessment reports received from various Federal performance information collection systems.

Contractors will be required to register in the appropriate past performance assessment systems to review and respond to their surveys as prescribed by the OCO at the Order level. Contractor “view” access to PPIRS is gained through the Central Contractor Registration (CCR) ([www.ccr.gov](http://www.ccr.gov)) process. Contractors must be registered in CCR and must have created a Marketing Partner Identification Number (MPIN) in the CCR profile to access their PPIRS information.

#### **G.7.1 PERFORMANCE REVIEWS**

The ACOs and OCOs will evaluate contractor performance in accordance with the criteria under FAR Subpart 42.15.

#### **G.8 SUBCONTRACTING REPORTS**

In implementing the requirements set forth in FAR 52.219 -14, Limitation on Subcontracting, contractors shall follow the subcontracting reporting process established for 8(a) certified firms at 13 CFR 124.510. Contractors shall maintain up -to-date records concerning subcontracting costs and shall submit the standardized report found in Section J, Attachment 7 semi -annually (using the contract year) no later than 30 calendar days after each six-month reporting period (RP). The first RP will begin on the effective date of the notice to proceed.

The completed report shall be submitted to:

Small Business GWAC Center  
Attn: Alliant SB Subcontract Report (6FG-C)  
1500 E. Bannister Road  
Kansas City, MO 64131

Contract options for contractors not in full compliance with FAR 52.219-14 may not be exercised. Willful failure or refusal to furnish the required reports, or gross negligence in managing the subcontracting limitation, or falsification of reports constitutes sufficient cause to terminate the Contractor for default.

#### **G.9 ORDERING PROCEDURES**

Ordering procedures must comply with the following:

- (a) FAR 16.505;

- (b) Orders are not exempt from the development of acquisition plans (see FAR Subpart 7.1), and an information technology acquisition strategy; (see FAR Part 39).
- (c) The OCO shall include the evaluation procedures in Task Order Requests (TORs) and establish the time frame for responding to TORs, giving Offerors a reasonable proposal preparation time while taking into account the unique requirements and circumstances of the effort;
- (d) Orders shall be within the scope, issued within the period of performance, and be within the maximum value of the Basic Contract;
- (e) Contractors are required to respond to each TOR with either a proposal or a statement of “No Bid” along with the reason for not submitting a proposal;
- (f) All costs associated with the preparation, presentation, and discussion of the Offeror’s proposal in response to a TOR will be at the Offeror’s sole and exclusive expense; and
- (g) All Orders placed under the Basic Contract are subject to the terms and conditions of the Basic Contract at time of order award. In the event of any conflict between the Order and the Basic Contract, the Basic Contract will take precedence.

#### **G.9.1 Fair Opportunity**

OCOs must follow the Fair Opportunity procedures specified in FAR 16.505(b)(1) and the exceptions to Fair Opportunity in FAR 16.505(b)(2).

#### **G.9.2 Order Evaluation**

FAR Subpart 15.3 does not apply to the ordering process. Formal evaluation plans or scoring of quotes or offers are not required; however, the OCO must consider price or cost under each Order as one of the factors in the selection decision pursuant to FAR Subpart 16.505(b)(1)(ii)(E) and consistent with Section B.

#### **G.9.3 Order Information**

Orders shall include, but not be limited, to the following:

- (a) Date of Order;
- (b) Contract Number and Order Number;
- (c) Order Type;
- (d) Contract Line Item Numbers; Travel (if any), Materials (if any); Contract Access Fee (CAF); Fixed Price, Ceiling Price, or Estimated Costs and Fee;

- (e) Statement of Work, Statement of Objectives, or Performance Work Statement;
- (f) Delivery and/or performance schedule, including Options (if any);
- (g) Place of delivery and/or performance (including consignee);
- (h) Any packaging, packing, and shipping instructions;
- (i) Accounting and appropriation data; and
- (j) Method of payment and payment office.

#### **G.9.4 Subcontractors**

The Government has not pre-approved any subcontractors in making awards for the Basic Contract. If a Contractor proposes a subcontractor for work performed under an Order, the Contractor must comply with FAR 52.244-2 and FAR 44.2.

#### **G.9.5 Contract Access Fee (CAF) Remittance**

The Contract Access Fee (CAF) reimburses GSA for the cost of operating the Alliant SB Program. The CAF percentage is set at the discretion of GSA and GSA maintains the unilateral right to change the percentage at any time, but not more than once per year. GSA will provide reasonable notice prior to the effective date of any change.

Contractors shall remit the CAF to GSA in U.S. dollars within 45 calendar days upon receipt of payment from the customer. Where payments for multiple invoices (on one or more Orders) are due, Contractors may consolidate the CAF owed into one payment.

All CAF payments must be remitted via Electronic Funds Transfer (“EFT”).

Failure to remit the CAF in a timely manner will constitute a Basic Contract debt to the United States Government under the terms of FAR 32.6.

#### **G.9.6 Invoice Submission**

The Contractor shall accept payment of invoices via EFT. Invoice submission information shall be contained in each individual Order. Payment of invoices will be made by the payment office designated in each individual Order.

#### **G.9.7 Contractor Administrative Reporting**

The following defines the administrative reporting requirements under the Basic Contract. All of the reporting data specified here shall be provided electronically to the designated ACO. The specific system for reporting requirements will be identified at the time of contract award and is

subject to change during the life of the contract. The types of reporting data required are as follows:

(a) Order Award/Modification Data – The contractor shall report all Orders and modifications within 30 calendar days of order acceptance/award. Data includes, but is not limited to:

- (1) Contractor Name
- (2) Basic Contract Number
- (3) Order Number
- (4) Award/Modification Date
- (5) Award/Modification Total Estimated Value
- (6) Award/Modification Obligated Amount
- (7) Period of Performance
- (8) Order Type(s)
- (9) Issuing OCO
- (10) Customer Agency
- (11) Performance-based (Yes/No)
- (12) Use of non-standard/specialized labor categories

(b) Invoice Data – The contractor shall report all invoicing activity within 60 calendar days of performance acceptance by the customer. Invoice data includes, but is not limited to:

- (1) Contractor Name
- (2) Basic Contract Number
- (3) Order Number
- (4) Contractor Invoice Number
- (5) Line Item Charges
- (6) Labor Category Usage (Hours and Composite Rates, per category, including non-standard/specialized labor categories)
- (7) Total Invoiced Amount including CAF
- (8) Date Issued

(c) CAF Payment Data – The contractor shall report CAF payment data within 14 calendar days following each monetary transfer. CAF payment data includes, but is not limited to:

- (1) Total Remitted Amount
- (2) Remit Date
- (3) Transfer Confirmation Number
- (4) Amount applied to each Task Order Number (for the reported payment)

The Contractor shall convert all currency to U.S. dollars using the “Treasury Reporting Rates of Exchange,” issued by the U.S. Department of Treasury, Financial Management Service.

#### **G.9.8 Order Close-out**

The OCO is responsible for closing out individual Orders under the Basic Contract. The Contractor agrees to cooperate with the OCO to close out Orders as soon as practical after expiration, cancellation or termination of each Order.

Order close-out will be accomplished within the guidelines set forth in: FAR Part 4 Administrative Matters and FAR Part 42 Contract Administration and Audit Services .

The Government is encouraged to utilize FAR 42.708, Quick-Closeout Procedures to the maximum extent practicable.

The OCO has the authority to negotiate settlement of indirect costs in advance of the determination of final indirect cost rates if the Order is physically complete and the amount of unsettled indirect cost to be allocated to the Order is relatively insignificant (See FAR 42.708(2)).

A determination of final indirect costs under quick -closeout procedures shall be final for the Order it covers and no adjustment shall be made to other Orders for over-or under-recoveries of costs allocated or allocable to the Order covered by the agreement.

Once agreement for quick-closeout is reached on an individual Order, a bilateral modification will be issued to closeout the Order.

Final invoices which result in a charge to the government in excess of \$250 or refunds to the Government in excess of \$250 shall be processed prior to quick-closeout of the Basic Contract. Amounts due to the Contractor or refundable to the Government of less than \$250 will be considered insignificant and will not be processed.

#### **G.9.8.1 Annual Order Close-out Report**

The Contractor shall submit annually the Annual Order Close -Out Report to the Alliant SB ACO at [sbgwac@gsa.gov](mailto:sbgwac@gsa.gov), due 30 days after the anniversary date of the Basic Contract award date, and thereafter until all Orders are accounted for. This report shall include a list of all expired Orders within the reporting period, issued under the Basic Contract; and will include, but not be limited to:

- (1) Order Number
- (2) Order Type
- (3) OCO Point of Contact
- (4) OCO Email
- (5) Period of Performance
- (6) Final Order Value
- (7) Cumulative Invoiced Amount
- (8) De-obligated Amount
- (9) Total CAF Amount Paid
- (10) CAF Balance Owed
- (11) Final Invoice Paid (Y/N)

- (12) Release of Claim Date
- (13) Pending Actions (if not closed out)

The report will also include updates to Order Numbers reported in the previous years that have not been completely closed out.

(END OF SECTION G)

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H.1 PROVISIONS INCORPORATED BY REFERENCE AT ORDER LEVEL

Orders may incorporate one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at this address:  
<http://acqnet.gov/far/index.html>.

The following clauses apply at the Order level, as applicable, depending upon the contract type of the Order, or as specifically referenced in the applicable Order:

PROVISION #	PROVISION TITLE	DATE	FP	COST	TM
52.211-6	BRAND NAME OR EQUAL	AUG 1999	x	x	x
52.211-14*	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP 1990	x	x	x
52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	OCT 1997	x	x	x
52.215-20*	ALTERNATE I	OCT 1997	x	x	x
52.215-20	ALTERNATE II	OCT 1997	x	x	x
52.215-20*	ALTERNATE III	OCT 1997	x	x	x
52.215-20*	ALTERNATE IV	OCT 1997	x	x	x
52.217-5	EVALUATION OF OPTIONS	JUL 1990	x	x	x
52.225-2*	BUY AMERICAN ACT CERTIFICATE	JUN 2003	x	x	x
52.225-4*	BUY AMERICAN ACT – FREE TRADE AGREEMENT – ISRAELI TRADE ACT CERTIFICATE	JAN 2005	x	x	x
52.225-6*	TRADE AGREEMENTS CERTIFICATE	JAN 2005	x	x	
52.227-15*	REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE	MAY 1999	x	x	x
52.234-2	NOTICE OF EARNED VALUE MANAGEMENT SYSTEM – PRE-AWARD IBR	JUL 2006	x	x	x
52.234-3	NOTICE OF EARNED VALUE MANAGEMENT SYSTEM – POST-AWARD IBR	JUL 2006	x	x	x
52.234-4*	EARNED VALUE MANAGEMENT SYSTEM	JUL 2006	x	x	x

*(Note: Clause numbers followed by an asterisk (\*) require fill-ins by the OCO if determined applicable and incorporated into the Order.)*

### H.2 KEY PERSONNEL

The Contractor shall identify the person selected to fill the role of the Contractor's Program Manager for the Basic Contract. This individual shall represent the Contractor as a point -of-contact for the ACO to help resolve issues and perform other functions that may arise relating to the Basic Contract and Orders under the Basic Contract.

The Contractor shall ensure that the ACO has current point -of-contract information for the Program Manager.

All costs associated with the Contractor's Program Manager shall be at no direct cost to the Government.

### **H.2.1 Contractor Program Manager**

The Contractor's corporate management structure shall guarantee senior, high -level, program management of the Alliant GWAC Program. The Contractor Program Manager duties include, but are not limited to:

- (a) Advising and assisting Alliant customers regarding the technical scope of the Basic Contract and the overall attributes of the Alliant GWAC Program;
- (b) Providing all reporting information required under the Basic Contract accurately, thoroughly and timely;
- (c) Resolving issues related to Order performance under the Basic Contract; and
- (d) Attending meetings and conferences as necessary.

### **H.2.2 Reserved**

## **H.3 CONTRACTOR TRAINING**

The Contractor is generally expected to maintain the professional qualifications and certifications of its personnel through on-going training. Unless specifically authorized in an individual Order, the Contractor shall not directly bill the Government for any training.

## **H.4 GOVERNMENT PROPERTY**

Any equipment, property, or facilities furnished by the Government or any Contractor-acquired property must be specified on individual Orders and follow the policies and procedures of FAR Part 45 for providing Government property to Contractors, Contractors' use and management of Government property, and reporting, redistributing, and disposing of Contractor inventory.

#### **H.4.1 Leasing of Real and Personal Property**

The Government contemplates that leases may be part of a solution offered by a Contractor, but the Government, where the Offeror's solution includes leasing, will not be the Lessee. Under no circumstances on any Order issued under this Basic Contract shall:

- (a) The Government be deemed to have privity-of-contract with the owner/lessor of the leased items; or
- (b) The Government be held liable for early termination/cancellation damages if the Government decides not to exercise an Option period under an Order unless the Contractor has specifically disclosed the amount of such damages (or the formula by which such damages would be calculated) as part of its Proposal and the OCO for the Order has specifically approved/allowed such damages as part of the Award. The Alliant Basic Contract strictly prohibits the use of lease-like payment arrangements, which purport to permit the Government to receive delivery of items and then pay for the full cost of the items over time, even if such arrangements are not technically a lease transaction because the Government is not the lessee.

#### **H.5 PERMITS**

Except as otherwise provided in an individual Order, the Contractor shall, without direct cost to the Government, be responsible for obtaining any and all licenses, certifications, authorizations, approvals, and permits, and for complying with any applicable Federal, national, state, and municipal laws, codes, and regulations, and any applicable foreign work permits, authorizations, etc., and/or visas in connection with the performance of any applicable Order issued under the Basic Contract.

#### **H.6 SECURITY CONSIDERATIONS**

Security requirements will be dictated by agency specific requirements, specified on individual Orders. Examples of such requirements are The Office of Management and Budget (OMB) Circular A-130, The Federal Information Security Management Act (FISMA), NIST FIPS PUB 140-2 Security Requirements for Cryptographic Modules, the Department of Defense Information Assurance Certification and Accreditation Process (DIACAP), and the National Information Assurance Certification and Accreditation Process (NIACAP) NSTISSI-1000.

##### **H.6.1 Homeland Security Presidential Directives-12 (HSPD-12)**

The Contractor shall comply with agency personal identity verification procedures identified in individual Orders that implement Homeland Security Presidential Directives-12 (HSPD-12); OMB guidance M-05-24; Federal Information Processing Standards Publication (FIPS PUB) number 201; and GSA HSPD-12, Personal Identity Verification- I, Standard Operating Procedure (SOP).

The Contractor shall insert the above paragraph in all subcontracts when the subcontractor is required to have physical access to a federal controlled facility or access to a Federal information system.

### **H.6.2 Information Assurance (IA)**

Information Assurance (IA) capabilities and actions protect and defend network availability, protect data integrity and provide the ability to implement effective computer network defense.

As stipulated in individual Orders, the Contractor shall provide cost effective, timely and proactive IA measures and controls including any required documentation. Corrective actions shall be established and implemented to mitigate risks before exploitation and to protect against vulnerabilities and threats once they have been identified. Innovative approaches and best business practices are to be established and utilized for information system security.

In addition to HSPD-12, the Contractor shall comply with agency specific information assurance requirements. These requirements may include, but are not limited to: personnel security clearances/background checks; operations--security risk assessments, vulnerability of management processes and plans, installation/configuration of IA compliance documentation; and defense of the environment-- including hardware & software, the networks, and supporting infrastructure, as dictated by the nature of the information (classified/unclassified) and associated risk.

The Contractor shall report Foreign Interests at the prime and subcontract levels as required by the individual Order. The contractor shall provide access to the Contractor's facilities, personnel and documents for the purposes of audit or inspection by an authorized Inspector General (IG) or designated security certification activity to ensure appropriate IA practices are in place. Additional IA information is available at <http://www.dss.mil/infoas/>

### **H.6.3 Personnel Security Considerations**

The Contractor is responsible for providing personnel with appropriate security clearances to ensure compliance with Government security regulations, as specified on individual Orders. The Contractor shall fully cooperate on all security checks and investigations by furnishing requested information to verify the Contractor employee's trustworthiness and suitability for the position. Clearances may require Special Background Investigations (SBI), Sensitive Compartmented Information (SCI) access or Special Access Programs (SAP), or agency-specific access, such as a Q clearance or clearance for restricted data.

### **H.6.4 Facility Security Considerations**

The Contractor facility that performs secured requirements must possess the appropriate facility clearance.

When classified work is required on an individual Order, the Contract Security Classification Specification, (DD Form 254 or agency equivalent) will be issued to the Contractor by requiring agency. The DD Form 254 is available at the following site:

<http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfo51.html>.

Contractors are expected to comply with all conditions of performance including, but not limited to: the means of premises ingress/egress, security requirements, delivery/demurrage, storage, use of approaches, use of corridors, use of stairways, use of elevators, Government furnished space/property/equipment, availability of/access to Government facilities on federal holidays, and similar matters prior to submission of a quotation or request for proposal for task order opportunities. Contractors uncertain of conditions of performance should confirm with OCO.

During all operations on Government premises, the Contractor's personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility.

## **H.7 LOGISTICAL SUPPORT PRIVILEGES**

As specified on individual Orders, Contractors may be required to provide logistical support in OCONUS areas. Individual Orders will specify whether Status of Forces Agreements (SOFAs) for foreign jurisdictions will apply and will be processed for foreign tax exemption purposes. At the discretion of the Military Theatre Commander, the Government may provide, but is not limited to, use of the following:

- (a) Military or other U.S. Government Clubs, exchanges, or other non-appropriated fund organizations;
- (b) Military or other U.S. Government commissary stores;
- (c) Military or other U.S. Government postal facilities;
- (d) Utilities and services in accordance with priorities, rates or tariffs established by military or other U.S. Government agencies;
- (e) Military Payment Certificate (MPC), where applicable;
- (f) Military or other U.S. Government banking facilities; and
- (g) Military or other U.S. Government provided telephones, lines, and services with direct dialing capability and access to the Defense Switched Network (DSN), (formerly AUTOVON). The precedence of usage shall be coincident with the urgency of the requirement and in accordance with Government and Military regulations.

## **H.8 ORGANIZATIONAL CONFLICT OF INTEREST**

The guidelines and procedures of FAR 9.5 will be used in identifying and resolving any issues of organizational conflict of interest at the Order level.

In the event that an Order requires activity that would create an actual or potential conflict of interest, the Contractor shall:

- (a) Notify the OCO of the actual or potential conflict, and not commence work on any Order that involves a potential or actual conflict of interest until specifically notified by the OCO to proceed;
- (b) Identify the conflict and recommend to the OCO an alternate tasking approach which would avoid the conflict;

If the OCO determines that it is in the best interest of the Government to issue the Order, notwithstanding a conflict of interest, a request for waiver shall be submitted in accordance with FAR 9.503.

## **H.9 RESERVED**

## **H.10 RESERVED**

## **H.11 ELECTRONIC PRODUCTS ENVIRONMENTAL ASSESSMENT TOOL**

If electronic hardware is procured in an individual Order under the Basic Contract, GSA encourages Contractors to participate in and to utilize the Electronic Products Environmental Assessment Tool (EPEAT). EPEAT is a procurement tool designed to help institutional purchasers evaluate, compare, and select desktop computers, laptops, and monitors based upon their environmental attributes as specified in the consensus-based IEEE Standard for the Environmental Assessment of Personal Computer Products (1680).

On individuals Orders, when products meeting the IEEE Standard are available, additional consideration will be provided for products meeting EPEAT Silver or EPEAT Gold registration requirements. The Contractor shall be responsible for ensuring equipment meets the latest EPEAT registration requirements before it is delivered. The registration requirements and a list of all equipment meeting the requirements are provided at: [www.epeat.net](http://www.epeat.net). If EPEAT is applicable on an individual Order, suppliers are required to provide quarterly reports quantifying the number of EPEAT registered products purchased under this contract. The information must be reported in the matrix below, providing the following data for the current quarter, the fiscal year, and the duration of the Order.

	Non-EPEAT Registered Products	Bronze	Silver	Gold

Desktops				
Laptops				
Monitors				

## **H.12 ELECTRONIC ACCESS TO CONTRACT**

The Government intends to post and update a non-contractor specific version of the Basic Contract on its Alliant SB website. The Alliant SB website will be available to the general public.

### **H.12.1 Contractor Webpage**

The Contractor shall develop and maintain a current, publicly available webpage accessible via the Internet throughout the period of performance of the Basic Contract and the Contractor's Orders through close-out. The webpage shall be prominently located on the website where other government contracts are listed. The purpose of the webpage is for the Contractor to communicate with potential customers regarding the Contractor's ability to provide world-class professional support services under the Basic Contract. At a minimum, this webpage must include the following items: the Basic Contract, contractor DUNS number, prompt payment terms, contact information of Contractor's Program Manager, a link to the contractor's CCR webpage and a link to the GSA Alliant SB website.

This webpage must conform to the relevant accessibility standards referenced in Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998, Section 1194.22, Web-based Intranet and Internet Information and Applications.

## **H.13 SECTION 508**

All supplies and services delivered or performed shall comply with the applicable technical provisions of the Access Board found at 36 CFR 1194, parts B, C and D, as amended, or provide equivalent facilitation in order to ensure compliance with Section 508, as applicable.

Contractors shall register with the Buy Accessible Data Center at <http://emgbaw.altarum.org/DataCenter/> within sixty days of award of the Basic Contract. It is the Contractor's responsibility to keep their information current.

## **H.14 INSURANCE**

In accordance with FAR 52.228-5, Insurance - Work on a Government Installation, and FAR 52.228-7, Insurance - Liability to Third Persons, insurance policies with the following types and minimum amounts shall be furnished to the ACO within 30 days of award and maintained during the period of performance of the Basic Contract:

- (a) Worker's Compensation and Employer's Liability, specified at FAR 28.307-2(a) of not less than \$100,000 for each occurrence;
- (b) General Liability, specified at FAR 28.307-2(b) of not less than \$500,000 for each occurrence;
- (c) Automobile Liability, specified at FAR 28.307-2(c) of not less than \$200,000 per person and \$500,000 for each occurrence, and property damage liability insurance of not less than \$20,000 for each occurrence;
- (d) Aircraft public and passenger liability, specified at FAR 28.307-2(d), when aircraft are used in connection with performing the contract, the OCO shall require aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater;
- (e) Vessel liability, specified at FAR 28.307-2(e), when contract performance involves the use of vessels, the OCO shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

#### **H.14.1 Defense Base Act Insurance**

Pursuant to FAR 28.305, Defense Base Act insurance coverage provides workers' compensation benefits (medical, disability, death) in the even of a work-related injury or illness outside the United States.

The Government requires that employees hired by contractors and subcontractors who work internationally be protected by the Defense Base Act coverage, regardless of their assignment and/or location unless a waiver has been obtained by the U.S. Department of Labor.

DBA insurance shall be at no direct cost to the Government and shall be furnished to the OCO within 30 days of award of an Order.

#### **H.15 COST ACCOUNTING SYSTEM**

The Contractor must maintain an approved DCAA/DCMA cost accounting system. The Contractor shall notify the ACO and designated OCOs for ongoing Orders, in writing, if there are any changes in the status of their approved cost accounting systems and provide the reason(s) for the change.

#### **H.16 RESERVED**

## **H.17 PURCHASING SYSTEM**

In accordance with FAR 44.201-2, Advance Notification Requirements, Contractors with approved purchasing systems shall notify the ACO and designated OCOs on individual Orders, in writing, if there are any changes in the status of their approved purchasing systems and provide the reason(s) for the change.

## **H.18 EARNED VALUE MANAGEMENT SYSTEM**

When Earned Value Management (EVM) is determined to be applicable to an individual Order, the provisions and clause FAR 52.234-2, 52.234-3, 52.234-4 applies. (Refer to Section H.1)

## **H.19 YEAR 2000 WARRANTY – COMMERCIAL/NON-COMMERCIAL SUPPLY ITEMS**

The Contractor warrants that each commercial and non-commercial telecommunications service, features, support systems, and/or hardware, software, and firmware product delivered under this Contract shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the Contractor, provided that all products (e.g., hardware, software, firmware) external to this Contract used in combination with products delivered under this contract properly exchange date data with such products. If the Contract requires that products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be defined in, and subject to, the superior of the terms and limitations of the contractor's standard commercial warranty or warranties contained in this Contract. Notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any product whose non-compliance is discovered and made known to the Contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies that the Government may otherwise have under this Contract with respect to defects other than Year 2000 performance.

## **H.20 OFF RAMP**

To ensure success of the Alliant SB Program, each Alliant SB Contractor is expected to participate in the Alliant SB Ordering process by submitting proposals in response to response to task order requests (TORs) for which the Alliant SB Contractor has a reasonable chance for award, to successfully perform the terms of their Orders, and to promptly improve performance when it does not meet the terms of the Orders. If an Alliant SB Contractor does not meet these expectations, it is the Government's intent to "off-ramp" the Contractor by:

- (a) Permitting such Contractor's Alliant SB Contract to expire instead of exercising the Option;  
or
- (b) Implementing a termination for convenience (if applicable and only if such action is in the Government's best interest); or
- (c) Implementing a termination for default, if applicable; or
- (d) Taking any other action which may be permitted under the Alliant SB Contract's terms and conditions.

## **H.21 ON RAMP**

Consistent with FAR 16.504(c)(1)(ii)(A), the PCO has determined that it is in the Government's best interest that at all times during the term of the Basic Contract, there remain an adequate number of Alliant SB Contractors eligible to compete for Orders. Over time, the total number of Alliant SB Contractors may fluctuate due to various reasons including industry consolidation, significant changes in the marketplace or advances in technology, general economic conditions, the Government's exercise of the off-ramp process, or other reasons. Recognizing this, GSA intends to periodically review the total number of Alliant SB Contractors participating in the Alliant SB Ordering Process and determine whether it would be in the Government's best interest to initiate an open season to add new contractors to the Alliant SB Basic Contract.

### **H.21.1 Open Season Procedures**

If GSA determines that it would be in the Government's best interest to open a new solicitation to add new contractors to the Alliant SB Contract, the Alliant SB PCO may do so at any time provided that:

- (a) The solicitation is issued under then-applicable federal procurement law;
- (b) The solicitation identifies the total approximate number of new awards that the Alliant SB PCO intends to make. The Alliant SB PCO may decide to award more or fewer Alliant SB Contracts than the number anticipated in the solicitation depending upon the overall quality of the offers received;
- (c) Any Contractor that meets the eligibility requirements set forth in the new solicitation submits a proposal in response to the solicitation; however, existing Alliant SB Contractors may not hold more than one Alliant SB Basic Contract at any time;
- (d) The award decision under any solicitation is based upon substantially the same evaluation factors/sub-factors as the original solicitation;
- (e) The terms and conditions of any resulting awards from a new solicitation are materially identical to the existing version of the Basic Contract;

- (f) The term for any such new awards from a solicitation is co-terminus with the existing term for all other Alliant SB Contractors, including the option period (if applicable);
- (g) If awarded an Alliant SB Contract, any new Alliant SB Contractor is eligible to submit a proposal in response to any TOR and receive Order awards with the same rights and obligations as any other Alliant SB Contractor; and
- (h) The award of any new Alliant SB Contract(s) does not increase the overall ceiling of the Basic Contract.

(END OF SECTION H)

## SECTION I CONTRACT CLAUSES

### I.1 GENERAL

Orders under the Basic Contract may include additional clauses to those enumerated in this Basic Contract, such as: (1) optional FAR clauses; (2) agency supplemental clauses; (3) alternate FAR clauses; and (4) order-specific clauses. Such additional clauses are not limited to those associated only with Section I of the Uniform Contract Format in FAR 52.3.

The clauses relating to the Davis-Bacon Act (Section B.9) and the Service Contract Act (Section B.10) shall be included in an individual Order by the OCO if they are deemed applicable to the Order.

The clauses in I.2 apply at the Order level, as applicable, depending upon the contract type of the Order, or as specifically referenced in the applicable Order.

### I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://acqnet.gov/far/index.html>  
<http://acqnet.gov/gsam/gsam.html>

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.202-1	DEFINITIONS	JUL 2004	x	x	x
52.203-3	GRATUITIES	APR 1984	x	x	x
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984	x	x	x
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995	x	x	
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995	x	x	x
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997	x	x	x
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997	x	x	x
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2005	x	x	x
52.204-2	SECURITY REQUIREMENTS	AUG 1996	x	x	x
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000	x	x	x
52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2006	x	x	x

<b>CLAUSE NO.</b>	<b>TITLE</b>	<b>DATE</b>	<b>FP</b>	<b>COST</b>	<b>TM</b>
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2006	x	x	x
52.207-3	RIGHT OF FIRST REFUSAL OF EMPLOYMENT	NOV 1991	x	x	x
52.207-5	OPTION TO PURCHASE EQUIPMENT	FEB 1995	x	x	x
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN 2005	x	x	x
52.211-5	MATERIALS REQUIREMENTS	AUG 2000	x	x	
52.211-11*	LIQUIDATED DAMAGES – SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT	SEP 2000	x		
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP 1990	x	x	x
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991	x	x	x
52.215-2	AUDIT AND RECORDS—NEGOTIATION	JUN 1999	x	x	x
52.215-2	ALTERNATE II	APR 1998		x	
52.215-2	ALTERNATE III	JUN 1999	x	x	x
52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT	OCT 1997	x	x	x
52.215-9	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM	OCT 1997	x	x	x
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997	x	x	x
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS	OCT 1997	x	x	x
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997	x	x	x
52.215-13	SUBCONTRACTOR COST OR PRICING DATA–MODIFICATIONS	OCT 1997	x	x	x
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997	x	x	x
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2004	x	x	x
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003	x	x	x
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005	x	x	x
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS	OCT 1997	x	x	x
52.215.21	ALTERNATE I	OCT 1997	x	x	x
52.215-21	ALTERNATE II	OCT 1997	x	x	x
52.215-21	ALTERNATE III	OCT 1997	x	x	x
52.215-21	ALTERNATE IV	OCT 1997	x	x	x
52.216-4	ECONOMIC PRICE ADJUSTMENT – LABOR AND MATERIAL	JAN 1997	x		x
52.216-5*	PRICE REDETERMINATION – PROSPECTIVE	OCT 1997	x		x
52.216-6*	PRICE REDETERMINATION—RETROACTIVE	OCT 1997	x		x
52.216-7*	ALLOWABLE COST AND PAYMENT	DEC 2002		x	x
52.216-8	FIXED FEE	MAR 1997		x	x
52.216-10	INCENTIVE FEE	MAR 1997		x	x

<b>CLAUSE NO.</b>	<b>TITLE</b>	<b>DATE</b>	<b>FP</b>	<b>COST</b>	<b>TM</b>
52.216-11*	COST CONTRACT-NO FEE	APR 1984		x	x
52.216-12	COST-SHARING CONTRACT—NO FEE	APR 1984		x	
52.216-16*	INCENTIVE PRICE REVISION – FIRM TARGET	OCT 1997	x		x
52.216-16	ALTERNATE I	APR 1984	x		x
52.216-17*	INCENTIVE PRICE REVISION – SUCCESSIVE TARGETS	OCT 1997	x		x
52.216-17	ALTERNATE I	APR 1984	x		x
52.217-2	CANCELLATION UNDER MULTI-YEAR CONTRACTS	OCT 1997	x		
52.217-8*	OPTION TO EXTEND SERVICES	NOV 1999	x	x	x
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS.	JUL 2005	x	x	x
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN 2003	x	x	x
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004	x	x	x
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUL 2005	x	x	x
52.219.14	LIMITATIONS ON SUBCONTRACTING	DEC 1996	x	x	x
52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN	JAN 1999	x	x	x
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997	x	x	x
52.222-2*	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990		x	
52.222-3	CONVICT LABOR	JUN 2003	x	x	x
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999	x	x	x
52.222-26	EQUAL OPPORTUNITY	APR 2002	x	x	x
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003	x	x	x
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001	x	x	x
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998	x	x	x
52.222-36	ALTERNATE I	JUN 1998	x	x	x
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001	x	x	x
52.223-3*	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN 1997	x	x	x
52.223-3*	ALTERNATE I	JUL 1995	x	x	x
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. ALTERNATE I	AUG 2003	x	x	x
52.223-5	ALTERNATE I	AUG 2003	x	x	x
52.223-5	ALTERNATE II	AUG 2003	x	x	x
52.223-6	DRUG-FREE WORKPLACE	MAY 2001	x	x	x
52.223-10	WASTE REDUCTION PROGRAM	AUG 2000	x	x	
52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	MAY 1995	x	x	x

<b>CLAUSE NO.</b>	<b>TITLE</b>	<b>DATE</b>	<b>FP</b>	<b>COST</b>	<b>TM</b>
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003	x	x	x
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984	x	x	x
52.224-2	PRIVACY ACT	APR 1984	x	x	x
52.225-1	BUY AMERICAN ACT –SUPPLIES	JUN 2003	x	x	x
52.225-3	BUY AMERICAN ACT – FREE TRADE AGREEMENTS – ISRALI TRADE ACT	JUN 2006	x	x	x
52.225-5	TRADE AGREEMENTS	JUN 2006	x	x	
52.225-8	DUTY-FREE ENTRY	FEB 2000	x	x	x
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006	x	x	
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000	x	x	x
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995	x	x	
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996	x	x	
52.227-3	PATENT INDEMNITY	APR 1984	x	x	
52.227-3*	ALTERNATE I	APR 1984	x	x	
52.227-3*	ALTERNATE II	APR 1984	x	x	
52.227-5*	WAIVER OF INDEMNITY	APR 1984	x	x	
52.227-9	REFUND OF ROYALTIES	APR 1984	x		
52.227-10	FILING OF PATENT APPLICATIONS – CLASSIFIED SUBJECT MATTER	APR 1984	x	x	
52.227-11	PATENT RIGHTS – RETENTION BY THE CONTRACTOR (SHORT FORM)	JUN 1997	x	x	
52.227-12	PATENT RIGHTS – RETENTION BY THE CONTRACTOR (LONG FORM)	JAN 1997	x	x	
52.227-13	PATENT RIGHTS – ACQUISITION BY THE GOVERNMENT	JAN 1997	x	x	
52.227-14	RIGHTS IN DATA—GENERAL	JUN 1987	x	x	x
52.227-14	ALTERNATE I	JUN 1987	x	x	x
52.227-14*	ALTERNATE II	JUN 1987	x	x	x
52.227-14*	ALTERNATE III	JUN 1987	x	x	x
52.227-14	ALTERNATE IV	JUN 1987	x	x	x
52.227-14*	ALTERNATE V	JUN 1987	x	x	x
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987	x	x	
52.227-17	RIGHTS IN DATA-SPECIAL WORKS	JUN 1987	x	x	x
52.227-19	COMMERCIAL COMPUTER SOFTWARE – RESTRICTED RIGHTS	JUN 1987	x		
52.227-21*	TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT—MAJOR SYSTEMS	JAN 1997	x	x	x
52.227-22	MAJOR SYSTEM – MINIMUM RIGHTS	JUN 1987	x	x	x
52.227-23*	RIGHTS TO PROPOSAL DATA (TECHNICAL)	JUN 1987	x	x	x
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR 1984	x	x	x
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984	x	x	x
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN 1997	x		
52.228-7	INSURANCE – LIABILITY TO THIRD PERSONS	MAR 1996		x	

<b>CLAUSE NO.</b>	<b>TITLE</b>	<b>DATE</b>	<b>FP</b>	<b>COST</b>	<b>TM</b>
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003	x		x
52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	APR 2003	x		x
52.229-6	TAXES – FOREIGN FIXED-PRICE CONTRACTS	JUN 2003	x		x
52.229-8*	TAXES – FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990		x	
52.229-10*	STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX	APR 2003		x	x
52.232-1	PAYMENTS	APR 1984	x		
52.232-7*	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	AUG 2005			x
52.232-7	ALTERNATE I	MAR 2000			x
52.232-7	ALTERNATE II	FEB 2002			x
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002	x		x
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984	x	x	x
52.232-11	EXTRAS	APR 1984	x		
52.232-12*	ADVANCE PAYMENTS	MAY 2001	x	x	x
52.232-12	ALTERNATE I	APR 1984	x	x	x
52.232-12*	ALTERNATE II	MAY 2001		x	
52.232-16*	PROGRESS PAYMENTS	APR 2003	x		
52.232-16	ALTERNATE I	MAR 2000	x		
52.232-17	INTEREST	JUN 1996	x	x	x
52.232-18	AVAILABILITY OF FUNDS	APR 1984	x	x	x
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR	APR 1984	x	x	
52.232-20	LIMITATION OF COST	APR 1984		x	
52.232-22	LIMITATION OF FUNDS	APR 1984		x	
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986	x	x	x
52.232-23	ALTERNATE I	APR 1984	x	x	x
52.232-25	PROMPT PAYMENT	OCT 2003	x	x	x
52.232-25	ALTERNATE I	FEB 2002		x	x
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION	OCT 2003	x	x	x
52.232-36	PAYMENT BY THIRD PARTY	MAY 1999	x	x	x
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS.	MAY 1999	x	x	x
52.233-1	DISPUTES	JUL 2002	x	x	x
52.233-1	ALTERNATE I	DEC 1991	x	x	x
52.233-3	PROTEST AFTER AWARD	AUG 1996	x		x
52.233-3	ALTERNATE I	JUN 1985		x	
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004	x	x	x
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984	x	x	x
52.237-3	CONTINUITY OF SERVICES	JAN 1991	x	x	
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003		x	x
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997	x	x	x

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996	x	x	x
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984	x	x	x
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001		x	x
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997		x	x
52.242-13	BANKRUPTCY	JUL 1995	x	x	x
52.243-1	CHANGES – FIXED-PRICE ALTERNATE I	AUG 1987	x		
52.243-1	ALTERNATE I	APR 1984	x		
52.243-1	ALTERNATE II	APR 1984	x		
52.243-1	ALTERNATE III	APR 1984	x		
52.243-2	CHANGES – COST REIMBURSEMENT	AUG 1987		x	
52.243-2	ALTERNATE I	APR 1984		x	
52.243-2	ALTERNATE II	APR 1984		x	
52.243-2	ALTERNATE V	APR 1984		x	
52.243-3	CHANGES – TIME-AND-MATERIALS OR LABOR-HOURS	SEPT 2000			x
52.243-6	CHANGE ORDER ACCOUNTING	APR 1984	x	x	
52.243-7*	NOTIFICATION OF CHANGES	APR 1984	x	x	x
52.244-2*	SUBCONTRACTS	AUG 1998	x	x	x
52.244-2	ALTERNATE I	JAN 2006		x	
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996	x	x	
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	FEB 2006	x	x	x
52.245-1	PROPERTY RECORDS	APR 1984	x	x	x
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)	MAY 2004	x		
52.245-2	ALTERNATE I	APR 1984	x		
52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM).	JUN 2003	x		x
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)	MAY 2004		x	x
52.245-18	SPECIAL TEST EQUIPMENT	FEB 1993	x	x	
52.245-19	GOVERNMENT PROPERTY FURNISHED “AS IS”	APR 1984	x	x	x
52.246-4	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996	x		x
52.246-5	INSPECTION OF SERVICES – COST REIMBURSEMENT	APR 1984		x	
52.246-19*	WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA.	MAY 2001	x		
52.246-19	ALTERNATE I	APR 1984	x		
52.246-19	ALTERNATE II	APR 1984	x		
52.246-19	ALTERNATE III	APR 1984	x		
52.246-20*	WARRANTY OF SERVICES	MAY 2001	x		
52.246-23	LIMITATION OF LIABILITY	FEB 1997	x	x	
52.246-24	LIMITATION OF LIABILITY – HIGH VALUE ITEMS	FEB 1997	x	x	
52.246-25	LIMITATION OF LIABILITY – SERVICES	FEB 1997	x	x	x
52.247-1*	COMMERCIAL BILL OF LADING NOTATIONS	FEB 2006	x	x	x
52.247-63*	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUNE 2003	x	x	x

<b>CLAUSE NO.</b>	<b>TITLE</b>	<b>DATE</b>	<b>FP</b>	<b>COST</b>	<b>TM</b>
52.247-67*	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT	FEB 2006	x	x	x
52.248-1*	VALUE ENGINEERING	FEB 2000	x	x	
52.248-1	ALTERNATE I	APR 1984	x	x	x
52.248-1	ALTERNATE II	FEB 2000	x	x	x
52.248-1	ALTERNATE III	APR 1984	x	x	x
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004	x		x
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM).	APR 1984	x		
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004		x	
52.249-6	ALTERNATE IV	SEP 1996			x
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984	x		
52.249-14	EXCUSABLE DELAYS	APR 1984		x	x
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984	x	x	x
52.251-2	INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES	JAN 1991		x	
52.253-1	COMPUTER GENERATED FORMS	JAN 1991	x	x	x

*(Note: Clause numbers followed by an asterisk (\*) require fill-ins by the OCO if determined applicable and incorporated into the Order.)*

(End of Clause)

### **I.3 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM), INCORPORATED BY REFERENCE**

<b>CLAUSE #</b>	<b>CLAUSE TITLE</b>	<b>DATE</b>
552.215-70	EXAMINATION OF RECORDS BY GSA	FEB 1996
552.233-70	PROTESTS FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION	MAR 2000

### **I.4 FAR 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued in accordance with Section F.3.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, this contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized by the Schedule.

#### **I.5 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the ACO within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

#### **I.6 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$100,000 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor:

- (1) Any order for a single item in excess of \$1 Billion;
- (2) Any order for a combination of items in excess of \$1 Billion;
- (3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum -order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) work days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### **I.7 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite -quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 60 months following the expiration of the basic contract ordering period.

(End of clause)

## **I.8 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 90 days of the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 180 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

(End of clause)

## **I.9 FAR 52.232-32 PERFORMANCE-BASED PAYMENTS (FEB 2002)**

- (a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.
- (b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.
- (c) Approval and payment of requests.
  - (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.
  - (2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after receipt of the request for performance-

based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's—

- (i) Failure to make progress; or
- (ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

- (i) Parts, materials, inventories, and work in process;
- (ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;
- (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and
- (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not—

- (i) Delivered to, and accepted by, the Government under this contract; or

- (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government -furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance -based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause,

- (1) The Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall —

- (i) Excuse the Contractor from performance of obligations under this contract; or
- (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause —

- (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
- (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that—

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on (TO BE DETERMINED AT THE ORDER LEVEL), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on (TO BE DETERMINED AT THE ORDER LEVEL), against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
- (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated \_\_\_\_\_; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

#### **I.10 FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991)**

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to —

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

#### **I.11 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any GSAM (48 CFR Chapter 5) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of clause)

#### **I.12 GSAM 552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)**

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: “This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government.”

(End of clause)

#### **I.13 GSAM 552.232-72 FINAL PAYMENT (SEP 1999)**

Before final payment is made, the Contractor shall furnish the Contracting Officer with a release of all claims against the Government relating to this contract, other than claims in stated amounts that are specifically excepted by the Contractor from the release. If the Contractor’s claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 41 U.S.C. 15), a release may also be required of the assignee.

(End of clause)

#### **I.14 GSAM 552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999)**

(a) *Deviations to FAR clauses.*

(1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of “(DEVIATION)” after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of “(DEVIATION (FAR clause no.))” after the date of the clause.

(b) *Deviations to GSAR clauses.* This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of “(DEVIATION)” after the date of the clause.

(c) *“Substantially the same as” clauses.* Changes in wording of clauses prescribed for use on a “substantially the same as” basis are not considered deviations.

(End of clause)

(END OF SECTION I)

**SECTION J**  
**LIST OF ATTACHMENTS**

- Attachment 1: Acronyms and Abbreviations
- Attachment 2: Cost/Price – Government Site
- Attachment 3: Cost/Price – Contractor Site
- Attachment 4: Labor Category Descriptions
- Attachment 5: Federal Enterprise Architecture/Department of Defense Enterprise Architecture Overview
- Attachment 6: Past Performance Tables
- Attachment 7: Alliant SB Subcontracting Report

(END OF SECTION J)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1 CONTRACT ID CODE N/A	PAGE OF PAGES 1 13
2 AMENDMENT/MODIFICATION NO PS01	3 EFFECTIVE DATE 1-27-09	4 REQUISITION/PURCHASE REQ NO N/A	5 PROJECT NO (If applicable) N/A	
6 ISSUED BY U.S. General Services Administration Small Business GWAC Center - Alliant SB 1500 East Bannister Road Kansas City, MO 64131	CODE	7 ADMINISTERED BY (If other than Item 6) Same as Block 6	CODE	
8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Applied Information Sciences, Inc. 11400 Commerce Park Drive, STE.600 Reston, VA 20191			(X)	9A AMENDMENT OF SOLICITATION NO
				9B DATED (SEE ITEM 11)
				10A MODIFICATION OF CONTRACT/ORDER NO GS00Q08BND0048
			(X)	10B DATED (SEE ITEM 13) Feb 8, 2008
CODE	FACILITY CODE			

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required)  
N/A

### 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) NO IN ITEM 10A	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER
<input type="checkbox"/>		
<input type="checkbox"/>	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)	
<input checked="" type="checkbox"/>	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(a)	
<input type="checkbox"/>	D OTHER (Specify type of modification and authority)	

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)  
The Purpose of this modification is to

- (1) Correct the Clinger-Cohen Act citation under Section B.2 AUTHORITY,
- (2) Clarify the CAF formula and make it optional to include CAF in Loaded Hourly Rates proposed on orders under Section B.% CONTRACT ACCESS FEE,
- (3) Replace Section B.7 4 Time and Materials and Labor Hour to clarify Order pricing, continued on next page

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A NAME AND TITLE OF SIGNER (Type or print) Fred B. Elleman, CEO (b) (6)	15C DATE SIGNED Jan 21, 2009	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Greg D. Byrd Contracting Officer (b) (6)	16C DATE SIGNED 1-27-09
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Continued from previous page...

(4) Replace Section B.7.4.1 Subcontracting Payments on T&M and L-H Orders to be current with the new T&M and L-H Payment Clause and Provisions;

(5) Replace Section B.7.4.2 Materials on T&M Orders;

(6) Replace Section B.7.4.3 Indirect Costs Under T&M Orders;

(7) Clarify Section B.9 LABOR SUBJECT TO THE DAVIS BACON ACT regarding flow-down clauses for Davis Bacon Act covered employees;

(8) Clarify Section B.10 LABOR SUBJECT TO THE SERVICE CONTRACT ACT (SCA) regarding flow-down clauses for Service Contract Act covered employees;

(9) Clarify Section C.2 SCOPE by separating out National Security Systems as an addition to the scope;

(10) Update the GWAC Ombudsman under Section G.5 GWAC OMBUDSMAN;

(11) Replace G.9.5 Contract Access Fee (CAF) Remittance;

(12) Update the Contract Administrative Reporting under Section G.9.7 Contractor Administrative Reporting to be in compliance with the GWAC Management Module;

(13) Update provisions under Section H.1 PROVISIONS INCORPORATED BY REFERENCE AT ORDER LEVEL;

(14) Add clauses in Section I.2, FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE;

(15) Update clauses in Section I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE;

(16) Delete clauses in Section I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE;

(17) Update the Performance Based Payments clause for Orders in Section I.9 FAR 52.232-32 PERFORMANCE-BASED PAYMENTS, and;

(18) Incorporate Offer Cost/Price spreadsheets; Section J, Attachments 1 and 2; into the contract.

**1. Correct the Clinger-Cohen Act citation under paragraph 1, Section B.2., AUTHORITY, as follows:**

“The Office of Management and Budget has designated the U.S. General Services Administration (GSA) as an Executive Agent for Governmentwide information technology (IT) acquisitions pursuant to Section 5112(e) of the Clinger-Cohen Act, 40 U.S.C. 11302(e).”

**2. Replace Section B.5, CONTRACT ACCESS FEE, in its entirety as follows:**

**“B.5 CONTRACT ACCESS FEE**

The Contract Access Fee (CAF) is  $\frac{3}{4}$  of a percent (i.e., 0.0075) to be applied to the total price/cost for contractor performance as billed to the Government.

The formula is: Total CAF = Total Price or Costs \* CAF Percentage.

The total CAF collected per Order will be capped at a set amount to be determined by the Alliant GWAC Program Office. For more information on this cap, please see the Alliant website (<http://www.gsa.gov/alliant>).

On all Orders, regardless of Order type, Contractors must estimate CAF in their proposals and OCOs may fund CAF as a separate Contract Line Item Number (CLIN). On Labor-Hour type Orders, OCOs may require Contractors to include CAF in their Loaded Hourly Labor Rate.

The Contractor remits the CAF to GSA in accordance with Section G.9.5.”

**3. Replace Section B.7.4, Time and Materials and Labor-Hour in its entirety as follows:**

**“B.7.4 Time and Materials and Labor-Hour**

To be considered eligible for award, the Contracting Officer determined that the evaluated price of the offeror was fair and reasonable. Section J, Attachments 2 (Government Site) and 3 (Contractor Site) of the Basic Contract provide competitive Loaded Hourly Labor Rates within CONUS for T&M and L-H type Orders only. The OCO is responsible for considering the level of effort and the mix of labor proposed to perform a specific task being ordered, and for determining that the total price for the task order is reasonable.

The OCO is authorized to establish different hourly rates suited to meet the ordering agency’s specific requirements and determine fair and reasonable pricing in accordance with FAR 15.4, Pricing, and FAR 16.601 Time and Materials Contracts when other considerations, such as geographic location or security clearances require deviation from established pricing.

Contractors shall explain in their Order proposals any Loaded Hourly Labor Rates that exceed the rates in the Basic Contract. Upon request of the OCO, the Contractor shall provide other than cost or pricing data, to include, a cost element breakdown of each Loaded Hourly Labor Rate, including Profit, in accordance with the Contractor’s cost accounting system, as well as any other supporting information the OCO deems necessary.”

**4. Replace Section B.7.4.1, Subcontracting Payments on T&M and L-H Orders in its entirety as follows:**

**“B.7.4.1 Payment and Proposal Requirements on T&M and L-H Orders**

For payments on T&M/L-H Orders, Contractors are subject to FAR 52.232-7 Payments Under Time-and-Materials and Labor-Hour Contracts.

For proposal requirements on T&M/L-H Orders, the OCO must determine one of the following conditions and include the appropriate clause in each T&M and L-H Order solicitation:

**With Adequate Price Competition:**

- (1) Pursuant to FAR 52.216-29, if price is expected to be based on adequate price competition, the Contractor must provide “separate and/or blended” Loaded Hourly Labor Rates for Prime contractor labor, each Subcontractor, and/or each Division, Subsidiary, or Affiliate. The Contractor must specify whether each Loaded Hourly Labor Rate applies to the Prime contractor, each Subcontractor, and/or each Division, Subsidiary or Affiliate.
- (2) For the Department of Defense, pursuant to FAR 52.216-29 with DFARs 252.216-7002, Alternate A, if price is expected to be based on adequate price competition, the Contractor must only provide “separate” Loaded Hourly Labor Rates for Prime Contractor labor, each Subcontractor, and/or each Division, Subsidiary, or Affiliate. The Contractor must specify whether each Loaded Hourly Labor Rate applies to the Prime contractor, each Subcontractor, and/or each Division, Subsidiary or Affiliate.

**Without Adequate Price Competition:**

- (1) Pursuant to FAR 52.216-30, if price is not expected to be based on adequate price competition, the Contractor must identify and provide “separate” Loaded Hourly Labor Rates for Prime contractor labor, each Subcontractor, and/or each Division, Subsidiary, or Affiliate.”

**5. Replace Section B.7.4.2 Materials on T&M Orders in its entirety as follows:**

Refer to FAR Clause 52.232-7 Payments Under Time-and-Materials and Labor Hour Contracts (Feb 2007)

The OCO must identify a not-to-exceed materials ceiling under a separate CLIN on the Order.”

**6. Replace Section B.7.4.3 Indirect Costs Under T&M Orders, in its entirety as follows:**

Refer to FAR Clause 52.232-7 Payments Under Time-and-Materials and Labor Hour Contracts (Feb 2007)

**7. Add the following paragraph to Section B.9, LABOR SUBJECT TO THE DAVIS BACON ACT as follows:**

“The Basic Contract does not include all applicable flow-down clauses for labor categories subject to the Davis Bacon Act. Each Order must be tailored to include the appropriate clauses.”

**8. Add the following paragraph to Section B.10, LABOR SUBJECT TO THE SERVICE CONTRACT ACT (SCA) as follows:**

“The Basic Contract does not include all applicable flow-down clauses for labor categories subject to the Service Contract Act. Each Order must be tailored to include the appropriate clauses.”

**9. Replace paragraph 1, Section C.2 Scope, for clarification purposes only, as follows:**

The scope of the Basic Contract includes any and all components of an integrated IT solution, including all current and any new technologies which may emerge during the life cycle of the Basic Contract. In addition, the scope of the Basic Contract includes information technology systems and services in support of National Security Systems, as defined in FAR 39.002. The Basic Contract provides IT Solutions through performance of a broad range of services which may include the integration of various technologies critical to the services being acquired.

**10. Update the last paragraph of Section G.5, GWAC OMBUDSMAN, as follows:**

“The Ombudsman is:

Task and Delivery Order Ombudsman  
Office of the Chief Acquisition Officer  
U.S. General Services Administration  
1800 F Street, N.W.  
Washington, DC 20405”

**11. Replace Section G.9.5, Contract Access Fee (CAF) Remittance, as follows**

“G.9.5 Contract Access Fee (CAF) Remittance

The Contract Access Fee (CAF) reimburses GSA for the cost of operating the Alliant SB Program. The CAF percentage is set at the discretion of GSA and GSA maintains the unilateral right to change the percentage at any time, but not more than once per year. GSA will provide reasonable notice prior to the effective date of any change.

Contractors shall remit the CAF to GSA in U.S. dollars within 45 calendar days upon receipt of payment from the customer. Where payments for multiple invoices (on one or more Orders) are due, Contractors may consolidate the CAF owed into one payment.

Instructions for remitting the CAF are contained at <http://its.gsa.gov>. If paying by check, each check shall be annotated with the corresponding contract number and reporting quarter.

Failure to remit the CAF in a timely manner will constitute a Basic Contract debt to the United States Government under the terms of FAR 32.6.

**12. Replace Section G.9.7, Contractor Administrative Reporting, in its entirety as follows:**

**"G.9.7 Contractor Administrative Reporting**

The following defines the administrative reporting requirements under the Basic Contract. The Contractor shall provide the following data electronically via the GWAC Management Module. The GWAC Management Module can be accessed at <http://itss.gsa.gov>.

The types of reporting data required are as follows:

(a) Order Award – The contractor shall report all orders not issued by GSA in IT Solution Shop (ITSS) within thirty (30) calendar days of Order award. Award data includes, but is not limited to:

- (1) Basic Contract Number
- (2) Order Number
- (3) Order Description (i.e, Type of Project)
- (4) Predominant Contract Type (i.e, T&M, CPFF, FFP, etc.)
- (5) Issuing Ordering Contracting Officer (OCO)
- (6) Initial Period of Performance
- (7) Award Date
- (8) Award Obligated/Funded Amount

Note: Order Award data issued by GSA through ITSS will automatically populate in the GWAC Management Module.

(b) Modification Data – The contractor shall report all modifications not issued by GSA in ITSS within thirty (30) calendar days from the date of each Modification. Modification data includes, but is not limited to:

- (1) Basic Contract Number
- (2) Order Number
- (3) Modification Number
- (4) Modification Description (i.e., Incremental Funding, Exercise Option, etc.)
- (5) Issuing OCO
- (6) Modification Period of Performance
- (7) Modification Date
- (8) Modification Obligated/Funded Amount

Note: Modification data issued by GSA through ITSS will automatically populate in the GWAC Management Module.

(c) Purchase Data – The contractor shall report purchase data from each invoice within sixty (60) calendar days from the date the invoice is submitted for payment. Purchase data includes, but is not limited to:

- (1) Contractor Invoice Number
- (2) Date Issued

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(3) Itemized Charges categorized as follows:

- (a) On-Site and Off-Site Labor Categories (including non-Alliant SB/specialized labor categories)
- (b) Loaded Hourly Labor Rates or Direct Labor rates as applicable.
- (c) Indirect Costs (i.e., Fringe, Overhead, G&A, etc. if applicable)
- (d) Profit (i.e., Award/Fixed/Incentive Fees if applicable)
- (e) Travel
- (f) Other Direct Costs (ODCs), including Quantity and Price for each (i.e., Materials, Equipment, etc.)
- (g) Fixed-Price Deliverable/Milestone if applicable
- (h) Contract Access Fee (applied to total cost/price)

(d) CAF Payment Data – The contractor shall report each CAF payment remitted to GSA within fourteen (14) calendar days following each CAF payment. All CAF payments must be remitted electronically via Automated Clearing House (ACH). The procedures to set up ACH can be found on the payment page in the GWAC Management Module.

CAF payment data includes, but is not limited to:

- (1) Trace Number (or Voucher Number)
- (2) Total Remitted Amount
- (3) Remit Date
- (4) Amount applied to each Order Number (for the reported payment)

The Contractor shall convert all currency to U.S. dollars using the “Treasury Reporting Rates of Exchange,” issued by the U.S. Department of Treasury, Financial Management Service.”

Note: The GWAC Management Module categorizes direct material and ODCs as defined in FAR 52.232-7 simply as ODCs.

**13. Update Section H.1, Provisions Incorporated by Reference at Order Level, as follows:**

PROVISION #	TITLE	DATE	FP	COST	TM
52.225-4*	BUY AMERICAN ACT – FREE TRADE AGREEMENT – ISRAELI TRADE ACT CERTIFICATE	AUG 2007	x	x	x
52.227-15*	REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE	DEC 2007	x	x	x

**14. Add the following clauses in Section I.2, FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998), as follows:**

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	DEC 2007	x	x	x
52.203-14	DISPLAY OF HOTLINE POSTER(S)	DEC 2007			
52.204-10	REPORTING SUBCONTRACT AWARDS	SEP 2007	x	x	x

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CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.208-9	CONTRACTOR USE OF MANDATORY SOURCE OF SUPPLY OR SERVICES	OCT 2008	x	x	x
52.215-9	ALTERNATE I	OCT 1997	x		
52.215-9	ALTERNATE II	OCT 1997		x	
52.215-14	ALTERNATE I	OCT 1997	x	x	x
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997	x	x	x
52.216-29	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS—NON-COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION  (Note: If DoD, use DFARS 252.216-7002 Alternate A (FEB 2007) in combination with FAR 52.216-29 (FEB 2007))	FEB 2007			x
52.216-30	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS—NON-COMMERCIAL ITEM ACQUISITION WITHOUT ADEQUATE PRICE COMPETITION	FEB 2007			x
52.217-9*	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000	x	x	x
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION	JUN 2007	x	x	x
52.222-54	EMPLOYEE ELIGIBILITY VERIFICATION	JAN 2009			
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITMES IN SERVICE AND CONSTRUCTION CONTRACTS	MAY 2008			
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	MAR 2008	x	x	x
52.245-9	USE AND CHARGES	JUNE 2007	x	x	x

**15. Update the following clauses in Section I.2, FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998), as follows:**

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007	x	x	x
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	SEP 2007	x	x	x
52.207-3	RIGHT OF FIRST REFUSAL OF EMPLOYMENT	MAY 2006	x	x	x
52.222-26	EQUAL OPPORTUNITY	MAR 2007	x	x	x
52.225-3	BUY AMERICAN ACT – FREE TRADE AGREEMENTS – ISRAELI TRADE ACT	AUG 2007	x	x	x
52.225-5	TRADE AGREEMENTS	NOV 2007	x	x	

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CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.225-13	RESTRICTIONS OF CERTAIN FOREIGN PURCHASES	JUN 2008	x	x	x
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007	x	x	
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007	x	x	
52.227-10	FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER	DEC 2007	x	x	
52.227-11	PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR	DEC 2007	x	x	
52.227-13	PATENT RIGHTS – OWNERSHIP BY THE GOVERNMENT	DEC 2007	x	x	
52.227-14	RIGHTS IN DATA—GENERAL	DEC 2007	x	x	x
52.227-14	ALTERNATE I	DEC 2007	x	x	x
52.227-14*	ALTERNATE II	DEC 2007	x	x	x
52.227-14*	ALTERNATE III	DEC 2007	x	x	x
52.227-14	ALTERNATE IV	DEC 2007	x	x	x
52.227-14*	ALTERNATE V	DEC 2007	x	x	x
52.227-17	RIGHTS IN DATA-SPECIAL WORKS	DEC 2007	x	x	x
52.227-19	COMMERCIAL COMPUTER SOFTWARE RESTRICTED LICENSE	DEC 2007	x		
52.227-21*	TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT—MAJOR SYSTEMS	DEC 2007	x	x	x
52.232-7*	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	FEB 2007			x
52.232-7	ALTERNATE I	FEB 2007			x
52.232-17	INTEREST	OCT 2008	x	x	x
52.244-2*	SUBCONTRACTS	JUNE 2007	x	x	x
52.244-2	ALTERNATE I	JUNE 2007		x	
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007	x	x	x
52.245-1	GOVERNMENT PROPERTY	JUNE 2007	x	x	x
52.245-2*	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES	JUNE 2007	x	x	x

**16. Delete the following clauses in Section I.2, FAR 52.252-2 Clauses Incorporated By Reference (Feb 1998), as follows:**

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.211-11*	LIQUIDATED DAMAGES – SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT	SEP 2000	x		
52.227-12	PATENT RIGHTS – RETENTION BY THE CONTRACTOR (LONG FORM)	JAN 1997	x	x	
52.232-7	ALTERNATE II	FEB 2002			x
52.245-2	ALTERNATE I	APR 1984	x		
52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	JUN 2003	x		x

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CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.245-5	GOVERNMENT PROPERTY (COST REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)	MAY 2004		x	x
52.245-18	SPECIAL TEST EQUIPMENT	FEB 1993	x	x	
52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR 1984	x	x	x
52.246-4	INSPECTION OF SERVICES – FIXED PRICE	APR 1996	x		
52.246-5	INSPECTION OF SERVICES – COST REIMBURSEMENT	APR 1984		x	

**17. Update Section I.9, FAR 52.232-32 PERFORMANCED-BASED PAYMENTS (FEB 2002) as follows:**

**"I.9 FAR 52.232-32\* PERFORMANCED-BASED PAYMENTS (JAN 2008)**

a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the \_\_\_\_\_ [Contracting Officer insert day as prescribed by agency head, if not prescribed, insert "30th"] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's—

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.*, the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not—

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall—

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause—

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that—

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on \_\_\_\_\_), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on \_\_\_\_\_) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated \_\_\_\_\_; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

**18. Offer Submittals under Section J, Attachment 2 (Cost/Price –Government Site) and Attachment 3 (Cost/Price – Contractor Site) are hereby incorporated and made part of this contract.**

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1 CONTRACT ID CODE N/A	PAGE OF PAGES 1   1
2 AMENDMENT/MODIFICATION NO PA02	3 EFFECTIVE DATE Feb 4, 2009	4 REQUISITION/PURCHASE REQ NO N/A	5 PROJECT NO (If applicable) N/A		
6 ISSUED BY U.S. General Services Administration Small Business GWAC Center - Alliant SB 1500 East Bannister Road Kansas City, MO 64131	CODE	7 ADMINISTERED BY (If other than item 6) Same as Block 6	CODE		
8 NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code) Applied Information Sciences, Inc 11400 Commerce Park Drive, STE 600 Reston, VA 20191			(X) 9A AMENDMENT OF SOLICITATION NO  <input type="checkbox"/> 9B DATED (SEE ITEM 11)  10A MODIFICATION OF CONTRACT/ORDER NO <input checked="" type="checkbox"/> GS00Q08BND0048 <input type="checkbox"/> 10B DATED (SEE ITEM 13)  Feb 8, 2008		
CODE	FACILITY CODE				

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required)  
N/A

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) NO IN ITEM 10A	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER
<input type="checkbox"/>		
<input checked="" type="checkbox"/>	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)	
<input type="checkbox"/>	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF	
<input type="checkbox"/>	D OTHER (Specify type of modification and authority)	

**E. IMPORTANT:** Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

The Purpose of this modification is to permanently change the contract number from GS00Q08BND0058 to GS-06F-0604Z.

Contract No. GS-06F-0604Z is now the official contract no. and shall be used for all correspondence, reporting, marketing, and all other related contract activities from this point forward.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A NAME AND TITLE OF SIGNER (Type or print)	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Greg D Byrd Contracting Officer
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C DATE SIGNED (b) (6)
	16C DATE SIGNED Feb 4, 2009

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1 CONTRACT ID CODE N/A	PAGE OF PAGES 1   2
2 AMENDMENT/MODIFICATION NO PS03		3 EFFECTIVE DATE 5-18-09	4 REQUISITION/PURCHASE REQ NO N/A	5 PROJECT NO (If applicable) N/A	
6 ISSUED BY U.S. General Services Administration Small Business GWAC Center - Alliant SB 1500 East Bannister Road Kansas City, MO 64131		CODE	7 ADMINISTERED BY (If other than Item 6) Same as Block 6		CODE
8 NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code) Applied Information Sciences, Inc. 11400 Commerce Park Drive, STE.600 Reston, VA 20191			(X)	9A AMENDMENT OF SOLICITATION NO	
				9B DATED (SEE ITEM 11)	
			(X)	10A MODIFICATION OF CONTRACT/ORDER NO GS-06F-0604Z	
				10B DATED (SEE ITEM 13) Feb 8, 2008	
CODE		FACILITY CODE			

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended
- Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

### 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A
<input type="checkbox"/>	
<input type="checkbox"/>	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc ) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
<input checked="" type="checkbox"/>	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103 (a)
<input type="checkbox"/>	D OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION ( Organized by UCF section headings, including solicitation/contract subject matter where feasible )

The purpose of this modification is twofold:

First, to update/add clauses to the above mentioned contract to implement Public Law 111-5, the American Recovery and Reinvestment Act of 2009 (Recovery Act).

Second, to update/add clauses to the above mentioned contract to implement miscellaneous changes/additions.

continued on next page...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A NAME AND TITLE OF SIGNER (Type or print) Fred B. Ellerman CEO	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Greg D. Byrd Contracting Officer
(b) (6)	(b) (6)
15C DATE SIGNED May 6, 2009	16C DATE SIGNED 5-18-09

Continued from previous page ...

### **Recovery Act Background**

On February 17, 2009, The President signed Public Law 111-5, the Recovery Act. The Act imposes a number of requirements on Executive Branch departments and agencies receiving Recovery Act funds to meet the broader goals and objectives (e.g. level of transparency and accountability) of the Recovery Act. In addition, the Recovery Act includes a number of requirements to be implemented in Federal Government contracts.

Five Federal Acquisition Regulation (FAR) interim rules were published in the Federal Register on March 31, 2009, in FAC 2005-032, providing authorities, policies, and procedures for governmentwide implementation of the Recovery Act and for special contract procedures contained in the OMB Guidance. The interim rules immediately make available FAR contract clauses to include in Government Contracts.

The following clauses are hereby updated:

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52 215-2	AUDIT AND RECORDS – NEGOTIATION	MAR 2009	x	x	x
52 244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2009	x	x	x

The following clauses are hereby incorporated by reference:

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52 203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009	MAR 2009	x	x	x
52 204-11	AMERICAN RECOVERY AND REINVESTMENT ACT – REPORTING REQUIREMENTS	MAR 2009	x	x	x
52 215-2	ALTERNATE I	MAR 2009	x	x	x

### **Miscellaneous Clause Updates/Additions**

The following clauses are hereby updated:

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52 203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	DEC 2008	x	x	x
52 219-28	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION	MAR 2009	x	x	x
52 225-1	BUY AMERICAN ACT - SUPPLIES	FEB 2009	x	x	x
52225-3	BUY AMERICAN ACT – FREE TRADE AGREEMENTS – ISRAELI TRADE ACT	FEB 2009	x	x	x

The following clauses are hereby incorporated by reference:

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52 222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009	x	x	x
52 250-5	SAFETY ACT – EQUITABLE ADJUSTMENT	FEB 2009	x	x	x

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1 CONTRACT ID CODE N/A		PAGE OF PAGES 1 4	
2 AMENDMENT/MODIFICATION NO PS04		3 EFFECTIVE DATE <b>OCT 26 2009</b>		4 REQUISITION/PURCHASE REQ NO N/A		5 PROJECT NO (If applicable) N/A	
6 ISSUED BY  U.S. General Services Administration Small Business GWAC Center - Alliant SB 1500 East Bannister Road Kansas City, MO 64131		CODE		7 ADMINISTERED BY (If other than Item 6)  Same as Block 6		CODE	
8 NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code)  Applied Information Sciences, Inc.  11400 Commerce Park Drive, STE.600  Reston, VA 20191				<input checked="" type="checkbox"/> 9A AMENDMENT OF SOLICITATION NO			
				<input type="checkbox"/> 9B DATED (SEE ITEM 11)			
				<input checked="" type="checkbox"/> 10A MODIFICATION OF CONTRACT/ORDER NO GS-06F-0604Z			
				<input type="checkbox"/> 10B DATED (SEE ITEM 13)  Feb 8, 2008			
CODE		FACILITY CODE					

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required)  
N/A

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO _____ (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER, NO IN ITEM 10A
<input type="checkbox"/>	
<input type="checkbox"/>	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc ) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
<input checked="" type="checkbox"/>	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103 (a)
<input type="checkbox"/>	D OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

The purpose of this modification is:

- (1) Replace Section G.8 Subcontracting Reports;
- (2) Revise Section G.9.5 Contract Access Fee (CAF) Remittance
- (3) Create a new Section I.2.1 Acquisition of Commercial Items at the Task Order Level
- (4) Update/add clauses to the above mentioned contract to implement miscellaneous changes/additions.

continued on next page.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A NAME AND TITLE OF SIGNER (Type or print) <b>Fred B. Ellerman CEO</b>		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Greg D. Byrd Contracting Officer</b>	
15C DATE SIGNED <b>OCT 26 2009</b>		16C DATE SIGNED <b>OCT 26 2009</b>	

Continued from previous page ...

1) Delete Section G.8 in its entirety and replace with the following:

**G.8 SUBCONTRACTING REPORTS**

In implementing the requirements set forth in FAR 52.219-14, Limitation on Subcontracting, contractors shall follow the subcontracting reporting process established for 8(a) certified firms at 13 CFR 124.510. Contractors shall maintain up-to-date records concerning subcontracting costs. Subcontracting data shall be entered electronically via the GWAC Management Module. The GWAC Management Module can be accessed at <http://itss.gsa.gov>.

Subcontracting data shall be current within the GWAC Management Module no later than 30 calendar days after each six-month reporting period. The first reporting period will begin on the effective date of the notice to proceed and continue semi-annually thereafter. The reporting periods are as follows:

<b>Subcontracting Reporting Periods:</b>	<b>Subcontracting Report Due Date:</b>
Period 1: 02/02/09 – 08/01/09	08/31/09
Period 2: 08/02/09 – 02/01/10	03/03/10
Period 3: 02/02/10 – 08/01/10	08/31/10
Period 4: 08/02/10 – 02/01/11	03/03/11
Period 5: 02/02/11 – 08/01/11	08/31/11
Period 6: 08/02/11 – 02/01/12	03/02/12
Period 7: 02/02/12 – 08/01/12	08/31/12
Period 8: 08/02/12 – 02/01/13	03/03/13
Period 9: 02/02/13 – 08/01/13	08/31/13
Period 10: 08/02/13 – 02/01/14	03/03/14

A negative report is required when there is no activity or no subcontracting in the preceding six months. To satisfy the negative report requirement, send an email to the Alliant SB GWAC email address at [alliant\\_sb@gsa.gov](mailto:alliant_sb@gsa.gov) with a statement of “NO ACTIVITY TO REPORT FOR THIS REPORTING PERIOD”. The negative report submitted should contain the contractor’s contract number and report period in the email subject line.

Contract options for contractors not in full compliance with FAR 52.219-14 may not be exercised. Willful failure or refusal to furnish the required reports, or gross negligence in managing the subcontracting limitation, or falsification of reports constitutes sufficient cause to terminate the Contractor for default.

**ALLIANT SMALL BUSINESS GWAC BASIC CONTRACT  
MODIFICATION NUMBER: PS04**

2) Revise Section G.9.5 Contract Access Fee (CAF) Remittance as follows

Under G.9.5 Contract Access Fee (CAF) Remittance, delete the 3<sup>rd</sup> and 4<sup>th</sup> paragraphs and replace with the following:

CAF payments are to be remitted via Electronic Funds Transfer ("EFT"). Contractors are authorized to pay with a check only until the GMM has been updated to accept electronic payments. If paying by check, each check shall be annotated with the corresponding contract number and reporting quarter.

Payment by EFT/ACH: Please follow the instructions located at:  
[https://web.itss.gsa.gov/its/v41\\_helpdocs.nsf/helpguideme/GWAC\\_ACH\\_Info](https://web.itss.gsa.gov/its/v41_helpdocs.nsf/helpguideme/GWAC_ACH_Info)

Payment by check: All GWAC checks must be made payable and remitted to the following address:

General Services Administration  
Government Wide Acquisition Contracts - GWACs  
P O Box 970027  
St. Louis, MO 63197-0027

If necessary, the courier address is:

GSA Federal Acquisition Service  
Government Lockbox SL-MO-C2GL  
1005 Convention Plaza (PO Box 970027)  
St. Louis, MO 63197-0027

The Government reserves the right to unilaterally change such instructions as necessary, following notification to the Contractor.

**Miscellaneous Provision/Clause Updates/Additions**

3) The following provisions in Section H.1 PROVISIONS INCORPORATED BY REFERENCE AT THE ORDER LEVEL are hereby updated.

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52 225-2*	BUY AMERICAN ACT CERTIFICATE	FEB 2009	x	x	x
52 225-4*	BUY AMERICAN ACT – FREE TRADE AGREEMENT – ISRAELI TRADE ACT CERTIFICATE	JUN 2009	x	x	x

**ALLIANT SMALL BUSINESS GWAC BASIC CONTRACT  
MODIFICATION NUMBER: PS04**

4) The following clauses in Section I.2 CLAUSES INCORPORATED BY REFERENCE (1998) are hereby updated.

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52 225-3	BUY AMERICAN ACT – FREE TRADE AGREEMENTS – ISRALI TRADE ACT	JUN 2009	x	x	x
52 225-5	TRADE AGREEMENTS	AUG 2009	x	x	
52 232-16*	PROGRESS PAYMENTS	JUL 2009	x		
52 244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	AUG 2009	x	x	x

5) Create a new Section I.2.1 ACQUISITION OF COMMERCIAL ITEMS AT THE TASK ORDER LEVEL and add the following clauses by reference to I.2.1

**I.2.1 ACQUISITION OF COMMERCIAL ITEMS AT THE TASK ORDER LEVEL**

The following clauses apply only to task orders that are for the acquisition of supplies or services that meet the definition of commercial items at FAR 2.101. If commercial acquisition procedures are used for any task order, the clauses will be incorporated in full text in the task order.

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52 212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS	MAR 2009	x		x
52 212-4	ALTERNATE I	OCT 2008	x		x
52 212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS— COMMERCIAL ITEMS	SEP 2009	x		x
52 212-5	ALTERNATE I	FEB 2000	x		x
52 212-5	ALTERNATE II	MAY 2009	x		x

All other contract terms and conditions remain unchanged.

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods  
(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

N/A

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO NO IN ITEM 10A	(Specify authority)	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER
<input type="checkbox"/>			
<input type="checkbox"/>	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES appropriation date, etc ) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)		(such as changes in paying office,
<input checked="" type="checkbox"/>	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(a)		
<input type="checkbox"/>	D OTHER (Specify type of modification and authority)		

14 DESCRIPTION OF AMENDMENT/MODIFICATION ( *Organized by UCF section headings, including solicitation/contract subject matter where feasible* )

- (1) Replace Section C.3.4.1 Telecommunications/Wireless;
- (2) Replace Section G.9.7(c) Purchase Data

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

NSN 7540-01-152-8070  
Previous edition unusable

**STANDARD FORM 30** (REV 10-83)  
Prescribed by GSA FAR (48 CFR) 53.243

**ALLIANT SMALL BUSINESS GWAC BASIC CONTRACT  
MODIFICATION NUMBER: PS05**

Continued from previous page...

1) Delete Section C.3.4.1 in its entirety and replace with the following:

**C.3.4.1 Telecommunications/Wireless**

Orders which include requirements for Telecommunications, Wireless, and Satellite products and services may be fulfilled under the Basic Contract scope, provided the work to be performed is part of a larger IT initiative. If the sole purpose of the task order is for phone/voice services provided over landline and/or wireless, i.e., federal/state tariffed phone service, then it would not be covered under the scope of this contract. Contractors are authorized to use government sources of supply in accordance with FAR 51.101 (i.e. Schedules, SATCOM, Networx...).

2) Delete Section G.9.7(c) in its entirety and replace with the following:

(c) Purchase Data – The contractor shall report purchase data from each invoice within sixty (60) calendar days from the date the invoice is submitted for payment. Purchase data may include, but is not limited to:

- (1) Contractor Invoice Number
- (2) Date Issued
- (3) Itemized Charges categorized as follows:
  - (a) Fixed Price (fixed price task orders only)
  - (b) Cost (cost reimbursement task orders only)
  - (c) On-Site and Off-Site Labor Categories (including non-Alliant SB/specialized labor categories) (time & material and labor hour task orders only)
  - (d) Loaded Hourly Labor Rates (time & material and labor hour task orders only)
  - (e) Materials (time & material task orders only)
  - (f) Travel as applicable
  - (g) Other Direct Costs (ODCs) as applicable
  - (h) Award/Fixed/Incentive Fees as applicable
  - (i) Contract Access Fee (applied to total cost/price of the task order)

Note Hybrid blends, e.g., fixed price/time & material, should report those items above as it relates to each of the respective task order types.

All other contract terms and conditions remain unchanged.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1 CONTRACT ID CODE N/A	PAGE 1 OF 3 PAGES
2 AMENDMENT/MODIFICATION NO PS06	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ NO N/A	5 PROJECT NO N/A	(If applicable)	
6 ISSUED BY CODE	7 ADMINISTERED BY (If other than Item 6)		CODE		
U.S. General Services Administration Small Business GWAC Center - Alliant SB 1500 East Bannister Road Kansas City, MO 64131			Same as Block 6		
8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Applied Information Sciences, Inc.  11400 Commerce Park Drive, STE.600  Reston, VA 20191			(X)	9A AMENDMENT OF SOLICITATION NO	
				9B DATED (SEE ITEM 11)	
			(X)	10A MODIFICATION OF CONTRACT/ORDER NO GS-06F-0604Z	
				10B DATED (SEE ITEM 13)  Feb 8, 2008	
CODE	FACILITY CODE				

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

### 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) NO IN ITEM 10A	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER
<input type="checkbox"/>		
<input type="checkbox"/>	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)	
<input checked="" type="checkbox"/>	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103 (a)	
<input type="checkbox"/>	D OTHER (Specify type of modification and authority)	

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

The purpose of this modification is:

(1) In Section B.7.4.1 second paragraph, replace the word "clause" with "provision"

continued on next page...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A NAME AND TITLE OF SIGNER (Type or print)  Fred B. Elleman, CEO	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  Greg D. Byrd Contracting Officer
(b) (6)	(b) (6)
15C DATE SIGNED  April 16, 2010	16C DATE SIGNED  MAY 12 2010

**ALLIANT SMALL BUSINESS GWAC BASIC CONTRACT  
MODIFICATION NUMBER: PS06**

Continued from previous page...

(2) Add the following paragraph to the end of Section B.7.4.1:

Commercial Items:

Pursuant to FAR 52.216-31, if price is expected to be based on commercial items, separate Loaded Hourly Labor Rates are not required for Prime contractor labor, each Subcontractor, and/or Affiliate labor. The Contractor must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The Contractor must specify whether the fixed hourly rate for each labor category applies to labor performed by the Prime Contractors, each Subcontractor, and/or each Division, Subsidiary, or Affiliate.

(3) In Section H.1 second paragraph, replace the word "clauses" with "provisions"

(4) Add the following clause at H.9 (previously reserved)

**H.9 UNIQUE PROFESSIONAL SKILLS**

Unique professional skills are defined as those bona fide executive, administrative, or professional skills for which the expertise required or duties performed are within the Basic Contract's scope, but are so specialized or rare that they are not explicitly defined in any labor category description in Section J, Attachment 3. The OCO will determine whether circumstances warrant use of unique professional skills. Based on price or cost analysis, the OCO will negotiate a fair and reasonable labor rate with the Contractor at the Order level.

A Contractor may propose a new or different skill level category when proposing Ancillary Support consistent with this Section, provided that the Contractor complies with all applicable contract clauses and labor laws, including the Service Contract Act or the Davis Bacon Act, as applicable.

**Miscellaneous Provision/Clause Updates/Additions/Moves**

(5) The following provisions in Section I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE are hereby moved to Section H.1 PROVISIONS INCORPORATED BY REFERENCE AT ORDER LEVEL

PROVISION NO.	TITLE	DATE	FP	COST	TM
52 216-29	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS—NON-COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION  (Note If DoD, use DFARS 252 216-7002 Alternate A (FEB 2007) in combination with FAR 52.216-29 (FEB 2007))	FEB 2007			x
52.216-30	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS – NON-COMMERCIAL ITEM ACQUISITION WITHOUT ADEQUATE PRICE COMPETITION	FEB 2007			x

**ALLIANT SMALL BUSINESS GWAC BASIC CONTRACT  
MODIFICATION NUMBER: PS06**

(6) Add the following provision to H.1 PROVISIONS INCORPORATED BY  
REFERENCE AT ORDER LEVEL

PROVISION NO.	TITLE	DATE	FP	COST	TM
52.226-31	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS—COMMERCIAL ITEM ACQUISITION	FEB 2007			x

(7) The following clauses in Section I.2 CLAUSES INCORPORATED BY  
REFERENCE (1998) are hereby updated.

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52 203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 2010	x	x	x
52 222 36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	FEB 2010	x	x	x
52 244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2009	x	x	x

(8) The following clauses in Section I.2.1 ACQUISITION OF COMMERCIAL ITEMS  
AT THE TASK ORDER LEVEL are hereby updated.

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS— COMMERCIAL ITEMS	FEB 2010	x		x
52 212-5	ALTERNATE II	DEC 2009	x		x

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1 CONTRACT ID CODE N/A	PAGE OF PAGES 1 7
2 AMENDMENT/MODIFICATION NO PS07	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ NO N/A	5 PROJECT NO (If applicable) N/A	
6 ISSUED BY CODE	7 ADMINISTERED BY (If other than Item 6) CODE		Same as Block 6	
U.S. General Services Administration Small Business GWAC Center - Alliant SB 1500 East Bannister Road Kansas City, MO 64131				
8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Applied Information Sciences, Inc. 11400 Commerce Park Drive, STE.600 Reston, VA 20191			<input checked="" type="checkbox"/> 9A AMENDMENT OF SOLICITATION NO <input type="checkbox"/> 9B DATED (SEE ITEM 11) <input checked="" type="checkbox"/> 10A MODIFICATION OF CONTRACT/ORDER NO GS-06F-0604Z <input checked="" type="checkbox"/> 10B DATED (SEE ITEM 13) Feb 8, 2008	
CODE	FACILITY CODE			

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (if required)

N/A

### 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
<input type="checkbox"/>	
<input type="checkbox"/>	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
<input checked="" type="checkbox"/>	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(a)
<input type="checkbox"/>	D OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

The purpose of this modification is:

- (1) Revise URLs in Sections E.1, F.1, H.1, and I.2
- (2) Revise Section F.5 DELIVERABLES
- (3) Revise Section G.2 AUTHORIZED USERS
- (4) Revise Section G.9.5 Contract Access Fee (CAF) Remittance
- (5) Revise Section G.9.7 Contractor Administrative Reporting

continued on next page...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A NAME AND TITLE OF SIGNER (Type or print) Fred B. Ellemann, CEO (b) (6)	15C DATE SIGNED Aug 11, 2010	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Greg D. Byrd Contracting Officer (b) (6)	16C DATE SIGNED AUG 26 2010
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**ALLIANT SMALL BUSINESS GWAC BASIC CONTRACT  
MODIFICATION NUMBER: PS07**

Continued from previous page...

(6) Miscellaneous Provision/Clause Updates/Additions

**(1) Revise URLs in Sections E.1, F.1, H.1, I.2**

Delete <http://acqnet.gov/far/index.html>.  
Replace with <https://www.acquisition.gov/far/index.html>

Delete <http://acqnet.gov/gsam/gsam.html>  
Replace with <https://www.acquisition.gov/gsam/gsam.html>

**(2) Delete F.5 DELIVERABLES in its entirety and replace with the following:**

**F.5 DELIVERABLES**

The following table contains deliverables required under the Basic Contract. Individual Orders will have additional deliverables specified in each Order. The Government does not waive its right to request deliverables under the Basic Contract, even if such requirements are not specifically listed in this table.

ID	SECTION	DELIVERABLE TITLE	FREQUENCY	DELIVER TO
1	G.9.7	Contract Administrative Reporting	Order/Modification Data – Report all orders/modifications within 30 days of order acceptance/award;  Purchase Data – Report purchase data from each accepted invoice within 30 calendar days after the end of the reporting quarter;  CAF Payment Data – Report within 30 calendar days after the end of the reporting quarter.	ACO
2	G.9.8.1	Annual Order Close-out Report	Annual on anniversary of Basic Contract award.	ACO
3	G.9.5	CAF Remittance	Within 30 calendar days after the end of the reporting quarter.	GSA via EFT

**ALLIANT SMALL BUSINESS GWAC BASIC CONTRACT  
MODIFICATION NUMBER: PS07**

**(3) Delete G.2 AUTHORIZED USERS in its entirety and replace with the following:**

**G.2 AUTHORIZED USERS**

Pursuant to FAR 16.504(a)(4)(vi), only authorized users may place Orders under the Basic Contract. In order to qualify as an authorized user, a duly warranted Contracting Officer (as that term is defined in FAR 2.1) in good standing must have an appropriate delegation of authority from the Administrative Contracting Officer (ACO). For purposes of this Basic Contract, these authorized users are identified as Ordering Contracting Officers (OCOs).

This Basic Contract is for use by all Federal agencies, authorized Federal contractors, and others as listed in General Services Administration (GSA) Order ADM 4800.2F, ELIGIBILITY TO USE GSA SOURCES AND SUPPLY, September 17, 2009, as modified from time to time.

**(4) Delete G.9.5 Contract Access Fee (CAF) Remittance in its entirety and replace with the following:**

**G.9.5 Contract Access Fee (CAF) Remittance**

The Contract Access Fee (CAF) reimburses GSA for the cost of operating the Alliant SB Program. The CAF percentage is set at the discretion of GSA and GSA maintains the unilateral right to change the percentage at any time, but not more than once per year. GSA will provide reasonable notice prior to the effective date of any change.

Contractors shall remit the CAF to GSA in U.S. dollars within 30 calendar days after the end of the reporting quarter. Where payments for multiple invoices (on one or more Orders) are due, Contractors may consolidate the CAF owed into one payment.

Calendar Quarters are represented as:

1<sup>st</sup> Quarter: January 1 – March 31  
2<sup>nd</sup> Quarter: April 1 – June 30  
3<sup>rd</sup> Quarter: July 1 – September 30  
4<sup>th</sup> Quarter: October 1 – December 31

CAF payments are to be remitted via Electronic Funds Transfer (“EFT”). Contractors are authorized to pay with a check only until the GMM has been updated to accept electronic payments. If paying by check, each check shall be annotated with the corresponding contract number and reporting quarter.

The procedures for electronic payment can be found on the payment page in the GWAC Management Module at <https://web.itss.gsa.gov/gwac/tutorials/vendors.htm>

Payment by check: All GWAC checks must be made payable and remitted to the following address:

**ALLIANT SMALL BUSINESS GWAC BASIC CONTRACT  
MODIFICATION NUMBER: PS07**

General Services Administration  
Government Wide Acquisition Contracts - GWACs  
P O Box 970027  
St. Louis, MO 63197-0027

If necessary, the courier address is:

GSA Federal Acquisition Service  
Government Lockbox SL-MO-C2GL  
1005 Convention Plaza (PO Box 970027)  
St. Louis, MO 63197-0027

The Government reserves the right to unilaterally change such instructions as necessary, following notification to the Contractor.

Failure to remit the CAF in a timely manner will constitute a Basic Contract debt to the United States Government under the terms of FAR 32.6.

**(5) Delete G.9.7 Contractor Administrative Reporting in its entirety and replace with the following:**

**G.9.7 Contractor Administrative Reporting**

The following defines the administrative reporting requirements under the Basic Contract. The Contractor shall provide the following data electronically via the GWAC Management Module. The GWAC Management Module can be accessed at <http://itss.gsa.gov>.

Calendar Quarters are represented as:

1<sup>st</sup> Quarter: January 1 – March 31  
2<sup>nd</sup> Quarter: April 1 – June 30  
3<sup>rd</sup> Quarter: July 1 – September 30  
4<sup>th</sup> Quarter: October 1 – December 31

The types of reporting data required are as follows:

(a) Order Award – The contractor shall report all orders not issued by GSA in IT Solution Shop (ITSS) within thirty (30) calendar days of Order award. Award data includes, but is not limited to:

- (1) Basic Contract Number
- (2) Order Number
- (3) Order Description (i.e, Type of Project)

**ALLIANT SMALL BUSINESS GWAC BASIC CONTRACT  
MODIFICATION NUMBER: PS07**

- (4) Predominant Contract Type (i.e., T&M, CPFF, FFP, etc.)
- (5) Issuing Ordering Contracting Officer (OCO)
- (6) Initial Period of Performance
- (7) Award Date
- (8) Award Obligated/Funded Amount

Note: Order Award data issued by GSA through ITSS will automatically populate in the GWAC Management Module.

(b) Modification Data – The contractor shall report all modifications not issued by GSA in ITSS within thirty (30) calendar days from the date of each Modification. Modification data includes, but is not limited to:

- (1) Basic Contract Number
- (2) Order Number
- (3) Modification Number
- (4) Modification Description (i.e., Incremental Funding, Exercise Option, etc.)
- (5) Issuing OCO
- (6) Modification Period of Performance
- (7) Modification Date
- (8) Modification Obligated/Funded Amount

Note: Modification data issued by GSA through ITSS will automatically populate in the GWAC Management Module.

(c) Purchase Data – The contractor shall report purchase data from each accepted invoice within 30 calendar days after the end of the reporting quarter. Purchase data may include, but is not limited to:

- (1) Contractor Invoice Number
- (2) Date Issued
- (3) Itemized Charges categorized as follows:
  - (a) Fixed Price (fixed price task orders only)
  - (b) Cost (cost reimbursement task orders only)
  - (c) On-Site and Off-Site Labor Categories (including non-Alliant SB/specialized labor categories) (time & material and labor hour task orders only)
  - (d) Loaded Hourly Labor Rates (time & material and labor hour task orders only)
  - (e) Materials (time & material task orders only)
  - (f) Travel as applicable
  - (g) Other Direct Costs (ODCs) as applicable
  - (h) Award/Fixed/Incentive Fees as applicable

Note: Hybrid blends, e.g., fixed price/time & material, should report those items above as it relates to each of the respective task order types.

**ALLIANT SMALL BUSINESS GWAC BASIC CONTRACT  
MODIFICATION NUMBER: PS07**

Note: The GWAC Management Module categorizes direct material and ODCs as defined in FAR 52.232-7 simply as ODCs.

(d) CAF Payment Data – The contractor shall report each CAF payment remitted to GSA within 30 calendar days after the end of the reporting quarter.

CAF payment data includes, but is not limited to:

- (1) Trace Number (or Voucher Number)
- (2) Total Remitted Amount
- (3) Remit Date
- (4) Amount applied to each Order Number (for the reported payment)

The Contractor shall convert all currency to U.S. dollars using the “Treasury Reporting Rates of Exchange,” issued by the U.S. Department of Treasury, Financial Management Service.”

**(6) Miscellaneous Provision/Clause Updates/Additions/Corrections**

The following clauses in Section I.2 CLAUSES INCORPORATED BY REFERENCE (1998) are hereby updated.

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52 203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009	JUN 2010	x	x	x
52 204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL 2010	x	x	x
52 204-11	AMERICAN RECOVERY AND REINVESTMENT ACT – REPORTING REQUIREMENTS	JUL 2010	x	x	x
52 232-36	PAYMENT BY THIRD PARTY	FEB 2010	x	x	x
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN 2010	x	x	x

The following clause date in Section I.2 CLAUSES INCORPORATED BY REFERENCE (1998) is hereby corrected.

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52 222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998	x	x	x

**ALLIANT SMALL BUSINESS GWAC BASIC CONTRACT  
MODIFICATION NUMBER: PS07**

The following clauses in Section I.2.1 ACQUISITION OF COMMERCIAL ITEMS AT THE TASK ORDER LEVEL are hereby updated.

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS	JUN 2010			
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS— COMMERCIAL ITEMS	JUL 2010	x		x
52.212-5	ALTERNATE II	APR 2010	x		x

All other terms and conditions remain unchanged.

\*\*\*END OF MODIFICATION\*\*\*

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1 CONTRACT ID CODE N/A		PAGE OF PAGES 1 3	
2 AMENDMENT/MODIFICATION NO PS08		3 EFFECTIVE DATE See Block 16C		4 REQUISITION/PURCHASE REQ NO N/A		5 PROJECT NO (If applicable) N/A	
6 ISSUED BY U.S. General Services Administration Small Business GWAC Center - Alliant SB 1500 East Bannister Road Kansas City, MO 64131		CODE		7 ADMINISTERED BY (If other than Item 6) Same as Block 6		CODE	
8 NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code)  Applied Information Sciences, Inc.  11400 Commerce Park Drive, STE.600  Reston, VA 20191				(X)		9A AMENDMENT OF SOLICITATION NO	
				<input type="checkbox"/>		9B DATED (SEE ITEM 11)	
				<input checked="" type="checkbox"/>		10A MODIFICATION OF CONTRACT/ORDER NO GS-06F-0604Z	
				<input checked="" type="checkbox"/>		10B DATED (SEE ITEM 13)  Feb 8, 2008	
CODE		FACILITY CODE					

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required)  
N/A

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO NO IN ITEM 10A (Specify authority)	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER
<input type="checkbox"/>		
<input type="checkbox"/>	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)	
<input checked="" type="checkbox"/>	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103 (a)	
<input type="checkbox"/>	D OTHER (Specify type of modification and authority)	

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

The purpose of this modification is:

- (1) Revise Section H.21 OFF RAMP
- (2) Revise Section G.2 AUTHORIZED USERS
- (2) Miscellaneous Provision/Clause Updates/Additions

continued on next page...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A NAME AND TITLE OF SIGNER (Type or print)  Fred B. Elleman CEO (b) (6)		15C DATE SIGNED  April 11, 2011		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  Greg D. Byrd Contracting Officer (b) (6)		16C DATE SIGNED  APR 26 2011	
--	--	---------------------------------------	--	---	--	------------------------------------	--

**ALLIANT SMALL BUSINESS GWAC BASIC CONTRACT  
MODIFICATION NUMBER: PS08**

Continued from previous page...

**(1) Delete H.21 OFF RAMP in its entirety and replace with the following:**

**H.21 OFF RAMP**

To ensure success of the Alliant SB Program, each Alliant SB Contractor is expected to participate in the Alliant SB Ordering process by submitting proposals in response to task order requests (TORs) for which the Alliant SB Contractor has a reasonable chance for award, to successfully perform the terms of their Orders, promptly improve performance when it does not meet the terms of the Orders, and comply with the terms of the basic contract, e.g., administrative reporting, CAF remittance, management of subcontracting limitations. Additionally, the contracting officer retains the discretion to off ramp those contractors that have re-represented themselves, in accordance with FAR clause 52.219-28 Post-Award Small Business Program Rerepresentation (Apr 2009), as an other than small business. The government may "off-ramp" the Contractor by:

- (a) Permitting such Contractor's Alliant SB Contract to expire instead of exercising the Option;  
or
- (b) Implementing a termination for convenience (if applicable and only if such action is in the Government's best interest); or
- (c) Implementing a termination for default, if applicable; or
- (d) Taking any other action which may be permitted under the Alliant SB Contract's terms and conditions.

**(2) Replace the second paragraph in G.2 AUTHORIZED USERS with the following:**

This Basic Contract is for use by all Federal agencies, authorized Federal contractors, and others as listed in General Services Administration (GSA) Order ADM 4800.2G, ELIGIBILITY TO USE GSA SOURCES AND SUPPLY, February 16, 2011, as modified from time to time.

**(3) Miscellaneous Provision/Clause Updates/Additions/Corrections**

The following clause in Section I.2 CLAUSES INCORPORATED BY REFERENCE (1998) is hereby updated and the note is added to Alternate I.

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52 215-2	AUDIT AND RECORDS – NEGOTIATION	OCT 2010	x	x	x
52 215-2	ALTERNATE I *(see note)	MAR 2009	x	x	x

\* Alternate I only applies to orders funded in whole or in part by the American Recovery and Reinvestment Act of 2009 (ARRA)

**ALLIANT SMALL BUSINESS GWAC BASIC CONTRACT  
MODIFICATION NUMBER: PS08**

Continued from previous page...

The following clause date in Section I.2 CLAUSES INCORPORATED BY REFERENCE (1998) is hereby added.

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52 209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JAN 2011	x	x	x
52 209-9	ALTERNATE I	JAN 2011	x	x	x

\*\*\*END OF MODIFICATION\*\*\*

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1 CONTRACT ID CODE N/A	PAGE OF PAGES 1 11
2 AMENDMENT/MODIFICATION NO. PS09	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ NO N/A	5. PROJECT NO (If applicable) N/A	
6 ISSUED BY U.S. General Services Administration Small Business GWAC Center - Alliant SB 1500 East Bannister Road Kansas City, MO 64131	CODE	7. ADMINISTERED BY (If other than Item 6) Same as Block 6	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Applied Information Sciences, Inc. 11400 Commerce Park Drive, STE.600 Reston, VA 20191			(X)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO GS-06F-0604Z
				10B. DATED (SEE ITEM 13) Feb 8, 2008
CODE	FACILITY CODE			

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

### 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO _____ (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification PS09 is hereby issued to reflect the following changes:

(1) Revise Section G.9.7(c) Purchase Data. In the first paragraph replace the words "accepted invoice" with "paid invoice";

continued on next page...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print) Fred B. Elemen CEO	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Greg D. Byrd Contracting Officer
(b) (6)	(b) (6)
15C. DATE SIGNED 12/13/2011	16C. DATE SIGNED JAN 13 2012

Continued from previous page...

- (2) Add new Section G.8 Subcontracting and re-designate Section G.8 to G.8.1 Subcontract Reports;
- (3) Delete clause in Section E.1, FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE;
- (4) Add clause in Section F.1, FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE;
- (5) Add provision in Section H.1, PROVISIONS INCORPORATED BY REFERENCE AT ORDER LEVEL;
- (6) Update provisions in Section H.1, PROVISIONS INCORPORATED BY REFERENCE AT ORDER LEVEL;
- (7) Add clauses in Section I.2, FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE;
- (8) Update clauses in Section I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE;
- (9) Delete clauses in Section I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE;
- (10) Update clauses in Section I.2.1, ACQUISITION OF COMMERCIAL ITEMS AT THE TASK ORDER LEVEL;
- (11) Update the Performanced Based Payments clause for Orders in Section I.9, FAR 52.232-32 PERFORMANCE-BASED PAYMENTS, and;
- (12) Replace Section I.13, GSAM 552.232-72, FINAL PAYMENT (SEP 1999) with GSAM 552.232-72 FINAL PAYMENT UNDER BUILDING SERVICES CONTRACTS (NOV 2009)

End of summary

- (1) Revise Section G.9.7(c) Purchase Data. In the first paragraph replace the words “accepted invoice” with “paid invoice” as follows:**

“(c) Purchase Data – The contractor shall report purchase data from each paid invoice within 30 calendar days after the end of the reporting quarter. Purchase data may include, but is not limited to:” ...

**(2) Add new Section G.8 SUBCONTRACTING and re-designate Section G.8 to G.8.1 Subcontract Reports as follows:**

**“G.8 SUBCONTRACTING**

In accordance with the 13 CFR 125.6 and FAR Clause 52.219-14, Limitation on Subcontracting, a small business concern contracting for services will perform at least 50 percent of cost of the contract incurred for personnel with its own employees. The contractor is responsible for managing the balance of workload being performed under this contract.

The contractor is responsible for performing greater than 50% of the cost of the contract incurred for personnel with its own employees at the contract level and not necessarily on individual task orders. Notwithstanding this, the contractor is required to perform a meaningful amount of work on each task order to prevent pass-through situations which are prohibited under this contract.

Ordering Contracting Officer (OCO) consent to subcontract may be implemented at the task order level in accordance with FAR 44.2 Consent to Subcontracts, and FAR 52.244-2, Subcontracts. OCOs may require subcontractor responsibility determinations of prospective subcontractors per FAR 9.103(b) and 9.104-1. GWAC CO consent to subcontract is not required.

**G.8.1 Subcontract Reports” ...**

**(3) Delete clause in Section E.1, FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE, as follows:**

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.211-11	LIQUIDATED DAMAGES – SUPPLIES, SERVICES OR RESEARCH AND DEVELOPMENT	SEP 2000	x		

**(4) Add clause in Section F.1, FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE, as follows:**

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.211-11	LIQUIDATED DAMAGES – SUPPLIES, SERVICES OR RESEARCH AND DEVELOPMENT	SEP 2000	x		

**ALLIANT SMALL BUSINESS GWAC BASIC CONTRACT**  
**MODIFICATION NUMBER: PS09**  
**PAGE 4 of 11**

**(5) Add provision under Section H.1, PROVISIONS INCORPORATED BY REFERENCE AT ORDER LEVEL, as follows:**

PROVISION #	TITLE	DATE	FP	COST	TM
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES- IDENTIFICATION OF SUBCONTRACTING EFFORT	OCT 2009	x	x	x

**(6) Update provisions under Section H.1, PROVISIONS INCORPORATED BY REFERENCE AT ORDER LEVEL, as follows:**

PROVISION #	TITLE	DATE	FP	COST	TM
52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	OCT 2010	x	x	x
52.215-20*	ALTERNATE I	OCT 2010	x	x	x
52.215-20*	ALTERNATE IV	OCT 2010	x	x	x

*(Note: Provision numbers followed by an asterisk (\*) require fill-ins by the OCO if determined applicable and incorporated into the Order.)*

**(7) Add clauses in Section I.2, FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE, as follows:**

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT 2009	x	x	x
52.219-3	NOTICE OF TOTAL HUBZONE SET-ASIDE OR SOLE SOURCE AWARD	NOV 2011	x	x	x
52.219-13	NOTICE OF SET-ASIDE OR ORDERS	NOV 2011	x	x	x
52.219-27	NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET- ASIDE	NOV 2011	x	x	x
52.219-29	NOTICE OF TOTAL SET-ASIDE FOR ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) CONCERNS	NOV 2011	x	x	x
52.219-30	NOTICE OF TOTAL SET-ASIDE FOR WOMEN- OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM	NOV 2011		x	

**ALLIANT SMALL BUSINESS GWAC BASIC CONTRACT**  
**MODIFICATION NUMBER: PS09**  
**PAGE 5 of 11**

**(8) Update clauses in Section I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE, as follows:**

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011	x	x	x
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011	x	x	x
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010	x	x	x
52.215-9	ALTERNATE I	OCT 2010	x		
52.215-9	ALTERNATE II	OCT 2010		x	
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	AUG 2011	x	x	x
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS	AUG 2011	x	x	x
52.216-7*	ALLOWABLE COST AND PAYMENT	JUN 2011		x	x
52.216-8	FIXED FEE	JUN 2011		x	x
52.216-10	INCENTIVE FEE	JUN 2011		x	x
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV 2011	x	x	x
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS.	JAN 2011	x	x	x
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN 2011	x	x	x
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN 2011	x	x	x
52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV 2011	x	x	x
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2010	x	x	x
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2010	x	x	x
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. ALTERNATE I	MAY 2011	x	x	x
52.223-5	ALTERNATE I	MAY 2011	x	x	x
52.223-5	ALTERNATE II	MAY 2011	x	x	x
52.223-10	WASTE REDUCTION PROGRAM	MAY 2011	x	x	
52.225-8	DUTY-FREE ENTRY	OCT 2010	x	x	x
52.232-16*	PROGRESS PAYMENTS	AUG 2010	x		
52.244-2*	SUBCONTRACTS	OCT 2010	x	x	x
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2010	x	x	x
52.245-1	GOVERNMENT PROPERTY	AUG 2010	x	x	x
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES	AUG 2010	x	x	x

**ALLIANT SMALL BUSINESS GWAC BASIC CONTRACT**  
**MODIFICATION NUMBER: PS09**  
**PAGE 6 of 11**

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.245-9	USE AND CHARGES	AUG 2010	x	x	x
52.251-1	GOVERNMENT SUPPLY SOURCES	AUG 2010	x	x	x

**(9) Delete clause in Section I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE, as follows:**

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003	x	x	x

**(10) Update clauses in Section I.2.1, ACQUISITION OF COMMERCIAL ITEMS AT THE TASK ORDER LEVEL, as follows:**

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS	NOV 2011	x		x
52.212-5	ALTERNATE II	DEC 2010	x		x

**(11) Update the Performanced-Based Payments clause for Orders in Section I.9, FAR 52.232-32 PERFORMANCE-BASED PAYMENTS, as follows:**

**I.9 FAR 52.232-32\* PERFORMANCED-BASED PAYMENTS (AUG 2010)**

a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) *Approval and payment of requests.*

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in

accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the \_\_\_\_\_ *[Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"]* day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's—

- (i) Failure to make progress; or
- (ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) *Title.*

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

- (i) Parts, materials, inventories, and work in process;
- (ii) Special tooling and special test equipment to which the Government is to acquire title;
- (iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.*, the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not—

- (i) Delivered to, and accepted by, the Government under this contract; or
- (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost, stolen, damaged, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights.*

(1) No payment or vesting of title under this clause shall—

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause—

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that—

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on \_\_\_\_\_), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on \_\_\_\_\_) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated \_\_\_\_\_; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

**(12) Replace Section I.13, GSAM 552.232-72 FINAL PAYMENT (SEP 1999), with GSAM 552.232-72 FINAL PAYMENT UNDER BUILDING SERVICES CONTRACTS (NOV 2009), in full text.**

**I.13 GSAM 552.232-72 FINAL PAYMENT UNDER BUILDING SERVICES  
CONTRACT (NOV 2009)**

Before final payment is made, the Contractor shall furnish the Contracting Officer with a release of all claims against the Government relating to this contract, other than claims in stated amounts that are specifically excepted by the Contractor from the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 41 U.S.C. 15), a release may also be required of the assignee.

(End of clause)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1 CONTRACT ID CODE N/A	PAGE OF PAGES 1 20
2 AMENDMENT/MODIFICATION NO PS10	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ NO N/A	5 PROJECT NO. (If applicable) N/A	
6 ISSUED BY CODE	7 ADMINISTERED BY (If other than Item 6) CODE			
U.S. General Services Administration Small Business GWAC Center - Alliant SB 1500 East Bannister Road Kansas City, MO 64131		Same as Block 6		
8 NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code)  Applied Information Sciences, Inc. 11400 Commerce Park Drive, STE.600 Reston, VA 20191			(X)	9A AMENDMENT OF SOLICITATION NO
				9B DATED (SEE ITEM 11)
			(X)	10A. MODIFICATION OF CONTRACT/ORDER NO. GS-06F-0604Z
				10B. DATED (SEE ITEM 13)  Feb 8, 2008
CODE	FACILITY CODE			

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
- Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE  
 DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer  
 already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this  
 amendment, and is received prior to the opening hour and date specified

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
N/A

### 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO _____ (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(a)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification PS10 is hereby issued to reflect the following changes:

(1) Revise Section B.5 CONTRACT ACCESS FEE. Delete the 1st and 2nd paragraphs and replace with Calculations Assumptions & Definitions; delete 4th paragraph and replace with new content;

continued on next page...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print)  Fred B. Eilerman CEO	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Greg D. Byrd Contracting Officer
(b) (6)	(b) (6)
15C. DATE SIGNED Oct 11, 2012	16C. DATE SIGNED OCT 22 2012

Continued from previous page...

(2) Revise Section G.9.5 Contract Access Fee (CAF) Remittance. Add the "CAF Due Date" next to each of the calendar quarters listed after the second paragraph; and delete the web page reference in the 4<sup>th</sup> paragraph.

(3) Revise Section G.9.7 Contractor Administrative Reporting. Correct the web address for the GWAC Management Module in the first paragraph; move the calendar quarters listed after the first paragraph to G.9.7(d) and add the reporting due dates; make editorial changes to G.9.7(c)(3)(c); revise the ODC note in G.9.7(c); and add "Zero Purchase Data" requirement in G.9.7(c) and add footnote explaining "Zero Purchase Data" requirement.

(4) Update provision in Section H.1, PROVISIONS INCORPORATED BY REFERENCE AT ORDER LEVEL;

(5) Add clauses in Section I.2, FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE;

(6) Update clauses in Section I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE;

(7) Delete clause in Section I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE;

(8) Update clauses in Section I.2.1, ACQUISITION OF COMMERCIAL ITEMS AT THE TASK ORDER LEVEL;

(9) Delete clause in Section I.3, GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM) CLAUSES INCORPORATED BY REFERENCE;

(10) Update the Performance Based Payments clause for Orders in Section I.9, FAR 52.232-32 PERFORMANCE-BASED PAYMENTS;

(11) Delete Section I.13, GSAM 552.232-72 FINAL PAYMENT UNDER BUILDING SERVICES CONTRACTS (NOV 2009), and;

(12) Add new Section I.13, GSAM 552.232-23 ASSIGNMENT OF CLAIMS (SEP 1999)

(13) Add new Section I.14, FAR 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (AUG 2012) and re-designate I.14 GSAM 552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999) as I.15

(14) Add Attachment 7 and 7A to Section J into the contract: GWAC Management Module CLIN Reporting Format. This provides further detail of the mandatory reporting requirement established in Alliant Contract Section G.9.7 Contractor Administrative Reporting.

End of summary

Changes/additions in the contract are denoted by a border line in the right margin and underlined

Additions/updates to clauses incorporated by reference are denoted by **bold underline**.

Deletions are denoted by ~~strike out~~

**(1) Revise Section B.5 CONTRACT ACCESS FEE. Delete the 1st and 2nd paragraphs and replace with Calculations Assumptions & Definitions; delete 4th paragraph and replace with new content;**

## **B.5 CONTRACT ACCESS FEE**

~~The Contract Access Fee (CAF) is 3/4 of a percent (i.e., 0.0075) to be applied to the total price/cost for contractor performance as billed to the Government.~~

~~The formula is: Total CAF = Total Price or Costs \* CAF Percentage.~~

### Calculations Assumptions & Definitions:

**Embedded Charges** – Contract Line Items Numbers (CLIN) that have the CAF embedded in contractor labor rates and/or other charges to the contract. All charges are considered loaded except for a separate CAF CLIN, if any.

**Charges w/o CAF** - Those CLINs that are exempt from a CAF where the CAP has been met, and/or do not include the required CAF within the CLIN(s).

**B** = CAF Rate for the Contract set by GSA noted in the Contract, e.g., 0.75 percent (a constant rate).

**C** = Embedded charges, e.g., \$500,000.00 value in CLIN.

**D** = Charges w/o CAF, e.g., \$496,277.92 value in CLIN.

**FORMULA 1** (Use for Embedded Charges CLINs):  $\$ CAF = (C/1+B) * (B)$

Example:  $(\$500,000.00/1.0075) * (0.0075) = \$3,722.08 CAF$

**FORMULA 2** (Use for Charges w/o CAF CLINs):  $\$ CAF = D \times B$

Example:  $\$496,277.92 \times 0.75\% = \$3,722.08 CAF$

The total CAF collected per Order will be capped at a set amount to be determined by the Alliant GWAC Program Office. For more information on this cap, please see the Alliant website (<http://www.gsa.gov/alliant>).

~~On all Orders, regardless of Order type, Contractors must estimate CAF in their proposals and OCOs may fund CAF as a separate Contract Line Item Number (CLIN). On Labor Hour type Orders, OCOs may require Contractors to include CAF in their Loaded Hourly Labor Rate.~~

The Contractor shall estimate CAF in their proposals to the ordering agency for all Orders, regardless of contract type. It is preferable to the government that an agency's OCO fund CAF as a separate Contract Line Item Number (CLIN), especially for Cost-type contracts. It is

acceptable, although not always preferable, for the ordering agency to fund CAF as embedded costs in the CLINS. For example, on Labor Hour CLINS, OCOs may require a contractor to include CAF in their fully-burdened Loaded Hourly Labor Rate. If the ordering agency chooses this option of embedding the CAF in the CLINS, versus a separate CAF CLIN, the OCO must clearly state those required terms in the Task Order Request (TOR), RFP, or RFQ document.

The Contractor remits the CAF to GSA in accordance with Section G.9.5.

**(2) Revise Section G.9.5 Contract Access Fee (CAF) Remittance. Add the "CAF Due Date" next to each of the calendar quarters listed after the second paragraph; and delete the web page reference in the 4<sup>th</sup> paragraph.**

#### **G.9.5 Contract Access Fee (CAF) Remittance**

The Contract Access Fee (CAF) reimburses GSA for the cost of operating the Alliant SB Program. The CAF percentage is set at the discretion of GSA and GSA maintains the unilateral right to change the percentage at any time, but not more than once per year. GSA will provide reasonable notice prior to the effective date of any change.

Contractors shall remit the CAF to GSA in U.S. dollars within 30 calendar days after the end of the reporting quarter. Where payments for multiple invoices (on one or more Orders) are due, Contractors may consolidate the CAF owed into one payment.

<b>Calendar Quarters</b>	<b><u>CAF Due Date</u></b>
1 <sup>st</sup> Quarter: January 1 – March 31	<u>April 30<sup>th</sup></u>
2 <sup>nd</sup> Quarter: April 1 – June 30	<u>July 30<sup>th</sup></u>
3 <sup>rd</sup> Quarter: July 1 – September 30	<u>October 30<sup>th</sup></u>
4 <sup>th</sup> Quarter: October 1 – December 31	<u>January 30<sup>th</sup></u>

CAF payments are to be remitted via Electronic Funds Transfer ("EFT"). Contractors are authorized to pay with a check only until the GMM has been updated to accept electronic payments. If paying by check, each check shall be annotated with the corresponding contract number and reporting quarter.

The procedures for electronic payment can be found on the payment page in the GWAC Management Module. at <https://web.itss.gsa.gov/gwac/tutorials/vendors.htm>

Payment by check: All GWAC checks must be made payable and remitted to the following address:

General Services Administration  
Government Wide Acquisition Contracts - GWACs  
P O Box 970027  
St. Louis, MO 63197-0027

If necessary, the courier address is:

GSA Federal Acquisition Service  
Government Lockbox SL-MO-C2GL  
1005 Convention Plaza (PO Box 970027)  
St. Louis, MO 63197-0027

The Government reserves the right to unilaterally change such instructions as necessary, following notification to the Contractor.

Failure to remit the CAF in a timely manner will constitute a Basic Contract debt to the United States Government under the terms of FAR 32.6.

**(3) Revise Section G.9.7 Contractor Administrative Reporting. Update web page in first paragraph; move the calendar quarters listed after the first paragraph to G.9.7(d) and add the reporting due dates; revise the ODC note in G.9.7(c); and add "Zero Purchase Data" requirement in G.9.7(c).**

#### **G.9.7 Contractor Administrative Reporting**

The following defines the administrative reporting requirements under the Basic Contract. The Contractor shall provide the following data electronically via the GWAC Management Module. The GWAC Management Module can be accessed at ~~http://itss.gsa.gov~~ <http://portal.fas.gsa.gov>.

~~Calendar Quarters are represented as:~~

~~1<sup>st</sup> Quarter: January 1 – March 31  
2<sup>nd</sup> Quarter: April 1 – June 30  
3<sup>rd</sup> Quarter: July 1 – September 30  
4<sup>th</sup> Quarter: October 1 – December 31~~

The types of reporting data required are as follows:

(a) Order Award – The contractor shall report all orders not issued by GSA in ~~IT Solution Shop (ITSS)~~ Assisted Acquisition Services (AAS) Business Application Portal within thirty (30) calendar days of Order award. Award data includes, but is not limited to:

- (1) Basic Contract Number
- (2) Order Number
- (3) Order Description (i.e, Type of Project)
- (4) Predominant Contract Type (i.e, T&M, CPFF, FFP, etc.)
- (5) Issuing Ordering Contracting Officer (OCO)
- (6) Initial Period of Performance
- (7) Award Date
- (8) Award Obligated/Funded Amount

Note: Order Award data issued by GSA through ITSS Assisted Acquisition Services (AAS) Business Application Portal will automatically populate in the GWAC Management Module.

(b) Modification Data – The contractor shall report all modifications not issued by GSA in ITSS Assisted Acquisition Services (AAS) Business Application Portal within thirty (30) calendar days from the date of each Modification. Modification data includes, but is not limited to:

- (1) Basic Contract Number
- (2) Order Number
- (3) Modification Number
- (4) Modification Description (i.e., Incremental Funding, Exercise Option, etc.)
- (5) Issuing OCO
- (6) Modification Period of Performance
- (7) Modification Date
- (8) Modification Obligated/Funded Amount

Note: Modification data issued by GSA through ITSS Assisted Acquisition Services (AAS) Business Application Portal will automatically populate in the GWAC Management Module.

(c) Purchase Data – The contractor shall report purchase data from each paid invoice within 30 calendar days after the end of the reporting quarter. Purchase data may include, but is not limited to:

- (1) Contractor Invoice Number
- (2) Date Issued
- (3) Itemized Charges categorized as follows:
  - (a) Fixed Price (fixed price task orders only)
  - (b) Cost (cost reimbursement task orders only)
  - (c) On-Site and Off-Site Labor Categories (including non-Alliant SB/specialized labor categories) (time & material ~~and~~ or labor hour task orders only)
  - (d) Loaded Hourly Labor Rates (time & material and labor hour task orders only)
  - (e) Materials (time & material task orders only)
  - (f) Travel as applicable
  - (g) Other Direct Costs (ODCs) as applicable
  - (h) Award/Fixed/Incentive Fees as applicable

Note: Hybrid blends, e.g., fixed price/time & material, should report those items above as it relates to each of the respective task order types.

~~Note: The GWAC Management Module categorizes direct material and ODCs as defined in FAR 52.232-7 simply as ODCs.~~

Note: ODCs, for the purposes of reporting in the GWAC Management Module, are hereby defined as all items stated in FAR 52.232-7 paragraph (b).

Zero Purchase Data: If no Purchase Data was received during a required reporting period for a specific task order, the contractor shall report in the "Zero Purchase Data" screen located in the GMM system for that particular task order.

Note: It is critical that all entries in the GWAC Management Module (purchase data, CAF payment, and remitted CAF payments) reconcile. It is essential that the contractor submit CAF payments based on reported purchase data. Additionally, if CAF payment adjustments are made (such as those resulting from paid invoices not matching accepted invoices that were reported), the contractor must adjust CAF payment data AND purchase data in the GMM to ensure that they reconcile.

(d) CAF Payment Data – The contractor shall report each CAF payment remitted to GSA within 30 calendar days after the end of the reporting quarter.

CAF and Purchase Data reporting shall be based on calendar year, quarterly reporting.

**Calendar Quarters**

**CAF Due Date**

<u>1<sup>st</sup> Quarter: January 1 – March 31</u>	<u>April 30<sup>th</sup></u>
<u>2<sup>nd</sup> Quarter: April 1 – June 30</u>	<u>July 30<sup>th</sup></u>
<u>3<sup>rd</sup> Quarter: July 1 – September 30</u>	<u>October 30<sup>th</sup></u>
<u>4<sup>th</sup> Quarter: October 1 – December 31</u>	<u>January 30<sup>th</sup></u>

CAF payment data includes, but is not limited to:

- (1) Trace Number (or Voucher Number)
- (2) Total Remitted Amount
- (3) Remit Date
- (4) Amount applied to each Order Number (for the reported payment)

The Contractor shall convert all currency to U.S. dollars using the "Treasury Reporting Rates of Exchange," issued by the U.S. Department of Treasury, Financial Management Service."

**(4) Update provision in Section H.1, PROVISIONS INCORPORATED BY REFERENCE AT ORDER LEVEL, as follows:**

PROVISION #	TITLE	DATE	FP	COST	TM
52 211-14*	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	<u>APR 2008</u>	x	x	x

*(Note: Provision numbers followed by an asterisk (\*) require fill-ins by the OCO if determined applicable and incorporated into the Order.)*

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**(5) Add clauses in Section I.2, FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE, as follows:**

CLAUSE NO.	TITLE	DATE	FP	COST	TM
<u>52.203-16</u>	<u>PREVENTING PERSONAL CONFLICTS OF INTEREST</u>	<u>DEC 2011</u>	<u>X</u>	<u>X</u>	<u>X</u>
<u>52.209-10</u>	<u>PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS</u>	<u>MAY 2012</u>	<u>X</u>	<u>X</u>	<u>X</u>
<u>52.223-15</u>	<u>ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS</u>	<u>DEC 2007</u>	<u>X</u>	<u>X</u>	<u>X</u>
<u>52.223-16</u>	<u>IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS</u>	<u>DEC 2007</u>	<u>X</u>	<u>X</u>	<u>X</u>
<u>52.223-16</u>	<u>ALTERNATE I</u>	<u>DEC 2007</u>	<u>X</u>	<u>X</u>	<u>X</u>
<u>52.223-18</u>	<u>ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING</u>	<u>AUG 2011</u>	<u>X</u>	<u>X</u>	<u>X</u>
<u>52.223-19</u>	<u>COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS</u>	<u>MAY 2011</u>	<u>X</u>	<u>X</u>	<u>X</u>

**(6) Update clauses in Section I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE, as follows:**

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52 202-1	DEFINITIONS	<u>JAN 2012</u>	x	x	x
52 204-7	CENTRAL CONTRACTOR REGISTRATION	<u>AUG 2012</u>	x	x	x
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	<u>AUG 2012</u>	x	x	x
52 209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	<u>FEB 2012</u>	x	x	x
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION	<u>APR 2012</u>	x	x	x
52 219-29	NOTICE OF TOTAL SET-ASIDE FOR ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) CONCERNS	<u>APR 2012</u>	x	x	x
52.219-30	NOTICE OF TOTAL SET-ASIDE FOR WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM	<u>APR 2012</u>	x	x	x
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	<u>JUL 2012</u>	x	x	x
52.225-3	BUY AMERICAN ACT – FREE TRADE AGREEMENTS – ISRALI TRADE ACT	<u>MAY 2012</u>	x	x	x
52.232 16*	PROGRESS PAYMENTS	<u>APR 2012</u>	x	x	x
52.245-1	GOVERNMENT PROPERTY	<u>APR 2012</u>	x	x	x
52 245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES	<u>APR 2012</u>	x	x	x
52 245-9	USE AND CHARGES	<u>APR 2012</u>	x	x	x
52 249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	<u>APR 2012</u>	x	x	x

**(7) Delete clause in Section I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE, as follows:**

52.225-5	TRADE AGREEMENTS	MAY 2012	*	*	*
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**(8) Update clauses in Section I.2.1, ACQUISITION OF COMMERCIAL ITEMS AT THE TASK ORDER LEVEL, as follows:**

CLAUSE NO.	TITLE	DATE	FP	COST	TM
52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS	<u>FEB 2012</u>	x		x
52.212-4	ALTERNATE I	<u>AUG 2012</u>	x		x
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS— COMMERCIAL ITEMS	<u>AUG 2012</u>	x		x
52.212-5	ALTERNATE II	<u>JUL 2012</u>	x		x

**(9) Delete clauses in Section I.3 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM) CLAUSES INCORPORATED BY REFERENCE, as follows:**

52.232-7	ALTERNATE I	FEB 2007
<del>552.233-70</del>	<del>PROTESTS FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION</del>	MAR 2000

**(10) Update the Performanced-Based Payments clause for Orders in Section I.9, FAR 52.232-32 PERFORMANCE-BASED PAYMENTS, as follows:**

**I.9 FAR 52.232-32\* PERFORMANCED-BASED PAYMENTS (APR 2012)**

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) *Approval and payment of requests.*

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with

the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the \_\_\_\_\_ [Contracting Officer insert day as prescribed by agency head, if not prescribed, insert "30th"] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

*(d) Liquidation of performance-based payments.*

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

*(e) Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's—

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

*(f) Title.*

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

- (i) Parts, materials, inventories, and work in process;
- (ii) Special tooling and special test equipment to which the Government is to acquire title;
- (iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and
- (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.*, the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not—

- (i) Delivered to, and accepted by, the Government under this contract; or
- (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a

financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall—

- (i) Excuse the Contractor from performance of obligations under this contract; or
- (ii) Constitute a waiver of any of the rights or remedies of the parties under the

contract.

(2) The Government's rights and remedies under this clause—

- (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
- (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that—

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on \_\_\_\_\_), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on \_\_\_\_\_) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated \_\_\_\_\_; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

**(11) Delete Section I.13, GSAM 552.232-72 FINAL PAYMENT UNDER BUILDING SERVICES CONTRACTS (NOV 2009).**

**~~I.13 GSAM 552.232-72 FINAL PAYMENT UNDER BUILDING SERVICES CONTRACT (NOV 2009)~~**

~~Before final payment is made, the Contractor shall furnish the Contracting Officer with a release of all claims against the Government relating to this contract, other than claims in stated amounts that are specifically excepted by the Contractor from the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 41 U.S.C. 15), a release may also be required of the assignee.~~

~~(End of clause)~~

**(12) Add new Section I.13, GSAM 552.232-23 ASSIGNMENT OF CLAIMS (SEP 1999)**

**I.13 GSAM 552.232-23 ASSIGNMENT OF CLAIMS (SEP 1999)**

Because this is a requirements or indefinite quantity contract under which more than one agency may place orders, paragraph (a) of the Assignment of Claims clause (FAR 52.232-23) is inapplicable and the following is substituted therefor:

In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However, the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as "the Act"), all amounts due or to become due under any order amounting to \$1,000 or more issued by any Government agency under this contract. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the contracting officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

(End of clause)

**(13) Add new Section I.14, FAR 52.232-99 P PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (AUG 2012) and re-designate I.14 GSAM 552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999) as I.15**

**I.14 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)**

This clause implements the temporary policy provided by OMB Policy Memorandum M- 12- 16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

End of clause

**(14) Add Attachment 7 and 7A to Section J into the contract: GWAC Management Module CLIN Reporting Format. This provides further detail of the mandatory reporting requirement established in Alliant Contract Section G.9.7 Contractor Administrative Reporting. (Full text attached below)**

**SECTION J – ATTACHMENT 7**  
**GWAC Management Module Contract Line Item Number Reporting Format**

The GSA GWAC Management Module contains unique Contract Line Item Numbers (CLINs) that are specifically defined for the Alliant GWAC (see Attachment A, 2<sup>nd</sup> column). Reporting in the GWAC Management Module is mandatory per Alliant Contract Section G.9.7 Contractor Administrative Reporting.

This contract attachment specifically outlines the reporting data requirements for the Purchase Data (Sales/Invoices).

There are three methods to enter purchase data in the GWAC Management Module.

- 1) Direct or manual entry of each labor category;

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- 2) Uploading a Batch File containing CLIN data pertaining to a single invoice or multiple invoices across multiple orders (called Upload Package). Two file formats accepted: Comma separated value (CSV) file and MS Excel spreadsheet file (XLS format or any other current MS Excel version);
- 3) System-to-system via Web Services.

The GWAC Management Module technical instructions (video) for Purchase Data reporting can be found at the GSA website: <https://web.itss.gsa.gov/gwac/tutorials/vendors.htm>

All tutorials on Videos are currently the following: (1) GWAC Registration, (2) Create an Order Package, (3) Purchase Data Basics, (4) Purchase Data Single Upload, (5) Purchase Data Multiple Upload, (6) Enter Zero Purchase Data, (7) Contract Access Fee (CAF) Payment, and (8) Pay.gov. Related videos may be modified or added throughout the term of the contract.

Reporting Using GMM CLINs

The below tables outlines the Cost Elements that shall be reported based on the Task Order Contract Type.

CONTRACT TYPES - T&M/Labor Hour Orders use:

Table 1

GMM CLIN	Cost Element (shall report)	Instruction
011- 400	80 Labor Categories	Enter any applicable T&M Labor CLIN as shown in the Attachment A.  <u>NOTE:</u> Purchase Line Quantity shall reflect the number of hours worked; Purchase Line Unit shall reflect "HR"; Purchase Line Price shall reflect the labor rate per hour.
999	Specialized Labor Category	Enter any new labor cost not included in the 80 T&M Labor Categories.  <u>NOTE:</u> Purchase Line Quantity shall reflect the number of hours worked; Purchase Line Unit shall reflect "HR"; Purchase Line Price shall reflect the labor rate per hour. The Government may require the contractor to remap a "Specialized Labor Category" if it is determined within the capability of any one of the 80 Alliant labor categories.

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A00	Materials	Enter Materials amount as defined in FAR 16.601(a) Time-and-materials contracts, with the exception of Travel costs.  <u>Note:</u> Do not include Travel.
B00	Travel	Enter travel costs, including indirect travel costs.
D00	Contract Access Fee (CAF)	Enter the CAF amount  <u>NOTE:</u> Including CAF credit/debit adjustments, if applicable.
X00	Not Elsewhere Classified	As directed by the GSA GWAC personnel.  <u>NOTE:</u> The Government may require the contractor to remap a "Not Elsewhere Classified" item if it is determined to apply to an existing reportable data element.

CONTRACT TYPES - Cost Reimbursement (CR) Orders (or any variation of CR) use:

Table 2

<b>GMM CLIN</b>	<b>Cost Element (shall report)</b>	<b>Instruction</b>
094	COST	Enter Direct Labor as a Lump Sum amount.  <u>Note:</u> Do not include materials.
B00	Travel	Enter travel costs, including indirect travel costs.
C00	ODC	Enter a total amount to include direct materials costs, and other direct costs not previously identified as a direct labor costs.  <u>Note:</u> Do not include Travel or Award/Fixed/Incentive Fee.

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D00	Contract Access Fee (CAF)	Enter the CAF amount (CAF must be stated on invoices).  <u>NOTE:</u> Including CAF credit/debit adjustments, if applicable.
G00	Award/Fixed/Incentive Fees	If applicable, enter this Fee amount
X00	Not Elsewhere Classified	Enter total indirect costs on labor and material (including overhead, and G&A expenses).

CONTRACT TYPES - Fixed Price (FP) Orders (or any variation of FP) use:

Table 3

<b>GMM CLIN</b>	<b>Cost Element (shall report)</b>	<b>Instruction</b>
H00	FIXED PRICE	Enter direct labor, direct material, indirect costs (including overhead, and G&A expenses), and profit as a Lump Sum amount.  <u>Note:</u> Do not include Travel.
B00	Travel	Enter travel costs, including indirect travel costs.
D00	Contract Access Fee (CAF)	Enter the CAF  <u>NOTE:</u> Include CAF credit/debit adjustments, if applicable.
G00	Award/Fixed/Incentive Fees	If applicable, enter this Fee amount.
X00	Not Elsewhere Classified	Only use as directed by the GSA GWAC personnel.

In addition, the following applies:

- 1) When reporting T&M/LH task orders, the Contractor shall record in the GMM in the following format when selecting any of the 80 Labor Categories:

Purchase Line Type  
Purchase Line Unit

(Select/cite any of the 80 T&M Labor Categories)  
HR

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Purchase Line Price                      (Insert labor rate charged per hour)  
Purchase Line Quantity                  (Insert number of hours worked)

NOTE: Contractors shall not input employee names in the GMM.

- 2) For Hybrid Contract types, the required Cost Elements appropriate to the individual Contract Type used in the hybrid contract must be reported in the GWAC Management Module.
- 3) Alliant Contractors submitting invoices to the **Ordering Contracting Officer** shall clearly show the CAF as a separate CLIN for Orders anticipated to reach or exceed the below thresholds.

The CAF threshold amounts are:

Issued By	Order Amount	CAF Threshold
Direct Order Client	\$20 M/per year	\$150,000/per year
GSA Assisted	\$13.3M/per year	\$100,000/per year

(Per Year calculation is from date of Order award)

- 4) The GMM CLIN numbering is cited when utilizing the Comma Separated Value (CSV) file and Excel spreadsheet file (XLS format or any other current MS Excel version); uploading feature to the GWAC Management Module. Further instructions on Batch Uploading can be found at <https://web.AASBA.gsa.gov/Login>.

End of Attachment 7

**SECTION J – ATTACHMENT 7A  
Contract Labor ID and GMM CLIN List**

Contract Labor ID No.	GMM CLIN	Labor Category	TYPE
101G-1/101C-1	011	Administration/Clerical (Entry Level)	LABOR
101G-2/101C-2	012	Administration/Clerical (Journeyman)	LABOR
101G-3/101C-3	013	Administration/Clerical (Senior)	LABOR
102G-1/102C-1	021	Applications Developer (Entry Level)	LABOR
102G-2/102C-2	022	Applications Developer (Journeyman)	LABOR
102G-3/102C-3	023	Applications Developer (Senior)	LABOR
102G-4/102C-4	024	Applications Developer (Master)	LABOR
103G-1/103C-1	031	Applications Systems Analyst (Entry Level)	LABOR
103G-2/103C-2	032	Applications Systems Analyst (Journeyman)	LABOR

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103G-3/103-3	033	Applications Systems Analyst (Senior)	LABOR
103G-4/103C-4	034	Applications Systems Analyst (Master)	LABOR
104G/104C	040	Business Process Consultant	LABOR
105G/105C	050	Business Systems Analyst	LABOR
106G/106C	060	Chief Information Security Officer	LABOR
107G/107C	070	Computer Scientist	LABOR
108G/108C	080	Computer Forensic and Intrusion Analyst	LABOR
109G-1/109C-1	091	Configuration Management Specialist (Journeyman)	LABOR
109G-2/109C-2	092	Configuration Management Specialist (Senior)	LABOR
109G-3/109C-2	093	Configuration Management Specialist (Master)	LABOR
110G/110C	100	Data Architect	LABOR
111G-1/111C-1	111	Data Warehousing Specialist (Entry Level)	LABOR
111G-2/111C-2	112	Data Warehousing Specialist (Journeyman)	LABOR
111G-3/111C-3	113	Data Warehousing Specialist (Senior)	LABOR
111G-4/111C-4	114	Data Warehousing Specialist (Master)	LABOR
112G-1/112C-1	121	Database Specialist (Entry Level)	LABOR
112G-2/112C-2	122	Database Specialist (Journeyman)	LABOR
112G-3/112C-3	123	Database Specialist (Senior)	LABOR
112G-4/112C-4	124	Database Specialist (Master)	LABOR
113G-1/113C-1	131	Disaster Recovery Specialist (Journeyman)	LABOR
113G-2/113C-2	132	Disaster Recovery Specialist (Senior)	LABOR
114G/114C	140	Enterprise Architect	LABOR
115G/115C	150	ERP Analyst	LABOR
116G/116C	160	ERP Business/Architectural Specialist	LABOR
117G/117C	170	Financial Analyst	LABOR
118G/118C	180	GIS Analyst/Programmer	LABOR
119G/119C	190	Graphics Specialist	LABOR
120G/120C	200	Groupware Specialist	LABOR
121G-1/121C-1	211	Hardware Engineer (Entry Level)	LABOR
121G-2/121C-2	212	Hardware Engineer (Journeyman)	LABOR
121G-3/121C-3	213	Hardware Engineer (Senior)	LABOR
121G-4/121C-4	214	Hardware Engineer (Master)	LABOR
122G-1/122C-1	221	Helpdesk Specialist (Entry Level)	LABOR
122G-2/122C-2	222	Helpdesk Specialist (Journeyman)	LABOR
122G-3/122C-3	223	Helpdesk Specialist (Senior)	LABOR
123G-1/123C-1	231	Information Assurance/Security Specialist (Entry Level)	LABOR
123G-2/123C-2	232	Information Assurance/Security Specialist (Journeyman)	LABOR
123G-3/123C-3	233	Information Assurance/Security Specialist (Senior)	LABOR
123G-4/123C-4	234	Information Assurance/Security Specialist (Master)	LABOR
124G/124C	240	Information Specialist/Knowledge Engineer	LABOR
125G/125C	250	Modeling and Simulation Specialist	LABOR
126G-1/126C-1	261	Network Specialist (Entry Level)	LABOR
126G-2/126C-2	262	Network Specialist (Journeyman)	LABOR
126G-3/126C-3	263	Network Specialist (Senior)	LABOR
126G-4/126C-4	264	Network Specialist (Master)	LABOR
127G/127C	270	Program Manager	LABOR
128G/128C	280	Project Manager	LABOR

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129G-1/129C-1	291	Quality Assurance Specialist (Entry Level)	LABOR
129G-2/129C-2	292	Quality Assurance Specialist (Journeyman)	LABOR
129G-3/129C-3	293	Quality Assurance Specialist (Senior)	LABOR
129G-4/129C-4	294	Quality Assurance Specialist (Master)	LABOR
130G/130C	300	Research Analyst	LABOR
131G/131C	310	Strategic/Capital Planner	LABOR
132G-1/132C-1	321	Subject Matter Expert (Journeyman)	LABOR
132G-2/132C-2	322	Subject Matter Expert (Senior)	LABOR
132G-3/132C-3	323	Subject Matter Expert (Master)	LABOR
133G/133C	330	Systems Engineer	LABOR
134G/134C	340	Technical Editor	LABOR
135G/135C	350	Technical Writer	LABOR
136G-1/136C-1	361	Test Engineer (Entry Level)	LABOR
136G-2/136C-2	362	Test Engineer (Journeyman)	LABOR
136G-3/136C-3	363	Test Engineer (Senior)	LABOR
137G-1/137C-1	371	Training Specialist (Entry Level)	LABOR
137G-2/137C-2	372	Training Specialist (Journeyman)	LABOR
137G-3/137C-3	373	Training Specialist (Senior)	LABOR
138G-1/138C-1	381	Voice/Data Communications Engineer (Entry Level)	LABOR
138G-2/138C-2	382	Voice/Data Communications Engineer (Journeyman)	LABOR
138G-3/138C-3	383	Voice/Data Communications Engineer (Senior)	LABOR
138G-4/138C-4	384	Voice/Data Communications Engineer (Master)	LABOR
139G/139C	390	Web Content Analyst	LABOR
140G/140C	400	Web Designer	LABOR
	999	Specialized Labor Category	LABOR
	094	Cost Labor (lump sum)	LABOR
	H00	Fixed Price (lump sum)	LABOR
	A00	Materials	
	B00	Travel	
	C00	ODC	
	D00	Contract Access Fee (CAF)	
	G00	Award/Fixed/Incentive Fees	
	X00	Not Elsewhere Classified	

End of Attachment 7A

END OF MODIFICATION

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN  
UNCHANGED

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE N/A		PAGE OF PAGES 1 4		
2. AMENDMENT/MODIFICATION NO. PS11		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE		Same as Block 6			
U.S. General Services Administration Small Business GWAC Center - Alliant SB 1500 East Bannister Road Kansas City, MO 64131							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Applied Information Sciences, Inc. 11400 Commerce Park Drive, STE. 600 Reston, VA 20191				(X) 9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. GS-06F-0604Z 10B. DATED (SEE ITEM 13)  Feb 8, 2008			
CODE		FACILITY CODE					

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
- Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification PS11 is hereby issued to reflect the following changes:

- (1) Add clause H.10 ELEGIBILITY TO PERFORM AS A PRIME CONTRACTOR ON TASK ORDERS;

continued on next page...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)  Fred B. Elleman, CED (b) (6)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  Greg D. Byrd Contracting Officer (b) (6)
15C. DATE SIGNED  12/13/2003	16C. DATE SIGNED  JAN 03 2014

Changes/additions in the contract are denoted by a border line in the right margin

## **H.10 ELIGIBILITY TO PERFORM AS A PRIME CONTRACTOR ON TASK ORDERS**

### **BACKGROUND**

Quality of service delivery and socioeconomic public policy (e.g. small business contracting and credit) are key reasons why government customers use the Alliant Small Business GWAC (Alliant SB.)

Quality of service delivery is assured by 1) the rigorous evaluation process required of contractors to win a position on Alliant SB, 2) ongoing surveillance of contractor performance and 3) the flexible customer-controlled task order evaluation process.

In support of socioeconomic public policy all Alliant SB prime contractors had to initially qualify as small business concerns (SBCs) in the open market in order to be identified as a SBC on Alliant SB. As time passes circumstances can change and a given contractor is no longer considered a SBC in the open market, but in more limited circumstances an Alliant SB prime contractor is no longer a SBC on Alliant SB.

In order for a task order awarded under Alliant SB to receive small business credit the Alliant SB prime contractor must be a SBC on Alliant SB, and not have become an other than a SBC on Alliant SB.

FAR 52.219-28 addresses triggers requiring prime contractors on long-term contracts, including Alliant SB, to re-represent small business size status in the open market and to apply the results to the long-term contract by updating the contract's FPDS records and to also consider other impacts. One of those triggers, applying to all prime contractors on Alliant SB, is prior to the 6<sup>th</sup> contract year/in association with the Alliant SB option period.

### **IMPACT TO ALLIANT SB PRIME CONTRACTORS OF BECOMING OTHER THAN A SMALL BUSINESS CONCERN ON ALLIANT SB**

FAR 52.219-28 and FAR 17.207(e)(2) prompt the Alliant SB contracting officer to consider the effect of Alliant SB prime contractor size on the upcoming Alliant SB option. Both Alliant SB prime contractors and Alliant SB customers will benefit from the contracting officer dispositioning those matters before the option period. Hence, beginning 03 FEB 2014 the following terms and conditions apply governing if Alliant SB prime contractors may compete for and perform as prime contractors on Alliant SB option-period task orders<sup>1&2</sup>:

<sup>1</sup> Any Alliant SB task order awarded after 02 FEB 2014 is considered to be an Alliant SB option-period task order unless it resulted from a proposal submitted in response to a request for proposals (and not a request for quotations or a request for information) provided the contractor's proposal upon which the task order award was based was received by the cognizant contracting officer prior to 03 FEB 2014 and the proposal includes the technical and cost or pricing information sought by the RFP.

- Task order awards competed pursuant to the fair opportunity to be considered standard described in FAR 16.505 may only be made to Alliant SB prime contractors that are considered SBC on Alliant SB<sup>3</sup>. Hence, Alliant SB prime contractors that are considered other than a SBC on Alliant SB are not eligible to compete as Alliant SB prime contractors for such task orders and should not respond to Alliant SB requests for information (RFI), requests for quotation (RFQ) or requests for proposals (RFP) subject to a fair opportunity to be considered<sup>4</sup>.
- Ordering Contracting Officers (OCOs) may implement any of the exceptions to a fair opportunity to be considered identified in FAR 16.505 to complete task order award to Alliant SB prime contractors that are considered SBC on Alliant SB.
- OCOs may implement one or more of the three exceptions to a fair opportunity to be considered identified below in order to complete task order award to Alliant SB prime contractors considered other than a SBC on Alliant SB<sup>5</sup>. Those exceptions are:
  - The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays. (FAR 16.505(b)(2)(i)(A))
  - Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized. (FAR 16.505(b)(2)(i)(B))
  - The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order. (FAR 16.505(b)(2)(i)(C))

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<sup>2</sup> Any Alliant SB prime contractor not in agreement with these terms and conditions will not be further considered for the Alliant SB option period while those Alliant SB prime contractors in agreement with these terms and conditions, evidenced by signing and returning the modification timely and without exception, understand that the option period being exercised remains subject to the other aspects of FAR 17.207

<sup>3</sup> GSA strives to maintain a current list of Alliant SB prime contractors and their size status on the underlying contract at the GSA Alliant SB website, [www.gsa.gov/alliantsb](http://www.gsa.gov/alliantsb)

<sup>4</sup> In addition to including those Alliant SB prime contractors that are SBC on Alliant SB in RFIs, RFQs and RFPs subject to a fair opportunity to be considered, during the Alliant SB option period OCOs may, but are not required to, include those Alliant SB prime contractors that are other than a SBC on Alliant SB in order to promote teaming.

- Alliant SB prime contractors that are other than a SBC on Alliant SB during the option period might not be removed from the Alliant SB E-Buy distribution lists so might be included in Alliant SB E-Buy RFIs, RFQs and RFPs. However, the mere inclusion of one or more Alliant SB prime contractors that is other than a SBC on Alliant SB during the option period on Alliant SB RFIs, RFQs or RFPs does not establish a right to respond or to be awarded any resulting task order(s).

<sup>5</sup> Alliant SB customers that have already competed and awarded an Alliant SB task order did so under contract terms and conditions that provided for the benefit of a "logical follow on" task order so that exception is preserved. Similarly, the other two cited exceptions available to OCOs depend upon rigorous rationale being applicable so they too are preserved. There is an additional exception to a fair opportunity to be considered involving the issuance of an order to meet a minimum guarantee and that is reserved to the GSA Procuring Contracting Officer (PCO) or the PCO's written designee.

- No other exceptions to a fair opportunity to be considered are available to OCOs to access Alliant SB prime contractors considered other than a SBC on Alliant SB.
- During the Alliant SB option period an Alliant SB prime contractor that became other than a SBC on Alliant SB based upon the size re-representation tied to the Alliant SB option period may subsequently recover its status as a SBC on Alliant SB by later operation of FAR 52.219-28.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE N/A	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. PO12	3. EFFECTIVE DATE Feb 3, 2014	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE			
U.S. General Services Administration Small Business GWAC Center - Alliant SB 1500 East Bannister Road Kansas City, MO 64131		Same as Block 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Applied Information Sciences, Inc. 11400 Commerce Park Drive, STE.600 Reston, VA 20191			(X)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			(X)	10A. MODIFICATION OF CONTRACT/ORDER NO. GS-06F-0604Z
				10B. DATED (SEE ITEM 13) Feb 8, 2008
CODE	FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 17.207, FAR Clause 52.217-9 Option to Extend the Term of The Contract

**E. IMPORTANT:** Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to exercise the option on this contract for the period of February 3, 2014 through February 2, 2019.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Greg D. Byrd Contracting Officer
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	(b) (6)
	16C. DATE SIGNED 1-22-2014

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE N/A	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. PA13	3. EFFECTIVE DATE Feb 27, 2014	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE			

U.S. General Services Administration  
Small Business GWAC Center - Alliant SB  
1500 East Bannister Road  
Kansas City, MO 64131

Same as Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Applied Information Sciences, Inc. 11400 Commerce Park Drive, STE.600 Reston, VA 20191	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. GS-06F-0604Z
	X	10B. DATED (SEE ITEM 13) Feb 8, 2008
CODE	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A
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**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Re-representation of size status - long-term contracts - FAR 19.301-2(b)(3)

**E. IMPORTANT:** Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
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The purpose of this modification is to capture the contractor's size status re-representation and report it to FPDS-NG in accordance with Federal Acquisition Regulation (FAR) 19.301-2(d). The contractor has represented itself to be an other than small business under NAICS code 541512.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Greg D. Byrd Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. DATE SIGNED (b) (6)	16C. DATE SIGNED 2-27-2014
(Signature of person authorized to sign)			

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE N/A	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. PS14		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY U.S. General Services Administration Small Business GWAC Center - Alliant SB 1500 East Bannister Road Kansas City, MO 64131		CODE	7. ADMINISTERED BY (If other than Item 6) Same as Block 6		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Applied Information Sciences, Inc. 11400 Commerce Park Drive, STE.600 Reston, VA 20191			9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. GS-06F-0604Z 10B. DATED (SEE ITEM 13) Feb 8, 2008		
CODE		FACILITY CODE			

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
N/A

### 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) NO. IN ITEM 10A.	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER
<input type="checkbox"/>		
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).	
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 43.103(a) Bi-Lateral Modification	
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)	

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

Add required contract clauses

\*\*\*END OF SUMMARY\*\*\*

Continued on page 2:

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Fred B. Elleman CEO (b) (6)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Greg D. Byrd Contracting Officer (b) (6)	
15C. DATE SIGNED December 5, 2014		16C. DATE SIGNED 1-14-2015	

Continued from page 1:

**A. Add contract provisions/clauses by reference**

(1) This FAR clause is added to I.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

CLAUSE NO.	TITLE	DATE	FP	TM/LH	CR
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	JAN 2014	x	x	x

**B. Add contract provisions/clauses in full text**

FAR clause 52.222-99 is added to section I in full text as listed below:

**FAR 52.222-99, Establishing a Minimum Wage for Contractors (JUL 2014)(DEVIATION)**

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, Implementation of the President's Executive Order Establishing a Minimum Wage for Contractors, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 states and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract

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implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

(End of clause)

**\*\*\* END OF MODIFICATION \*\*\***